



**ROANOKE CITY COUNCIL
ROANOKE CITY SCHOOL BOARD**

**FEBRUARY 6, 2006
9:00 A.M.**

ROOM 159

AGENDA

1. Call to Order/Roll Call

City Council
School Board

2. Welcome and Opening Remarks

3. Topics for Discussion:

- Presentation of results of the school system's external audit by representatives of MGT of America.

4. REMARKS BY COUNCIL/SCHOOL BOARD.

THE SCHOOL BOARD MEETING WILL BE ADJOURNED.

A communication from Mayor C. Nelson Harris requesting that Council convene in a Closed Meeting to discuss vacancies on certain authorities, boards, commissions and committees appointed by Council, pursuant to Section 2.2-3711(A)(1), Code of Virginia (1950), as amended.

P 13

A communication from Council Member Alfred T. Dowe, Jr., Chair, City Council Personnel Committee, requesting that Council convene in a Closed Meeting to discuss the mid-year performance of two Council-Appointed Officers, pursuant to Section 2.2-3711 (A)(1), Code of Virginia (1950), as amended.

P 14

A communication from the City Manager requesting that Council convene in a Closed Meeting to discuss the disposition of publicly-owned property, where discussion in open meeting would adversely affect the bargaining position or negotiating strategy of the public body, pursuant to Section 2.2-3711(A)(3), Code of Virginia (1950), as amended.

P 15

A communication from the City Manager requesting that Council convene in a Closed Meeting to consult with legal counsel on a specific legal matter requiring the provision of legal advice by such counsel, being the terms and conditions of a contract in negotiation, pursuant to Section 2.2-3711(A)(5), Code of Virginia (1950), as amended.

P 16

General topics for discussion by the Mayor and Members of Council. (5 minutes)

Items listed on the 2:00 p.m. Council docket requiring discussion/clarification, and additions/deletions to the 2:00 p.m. agenda. (15 minutes)

Items for discussion at a meeting of the Roanoke City Council, Roanoke County Board of Supervisors and Western Virginia Water Authority on Monday, March 6, 2006, at 12:00 p.m.

BRIEFINGS:

- Bridge Program Update - 30 minutes
- Market Study (1:00 p.m.) - 60 minutes
 - Tom Lowe, Consultant, Duany Plater-Zyberg and Company (DPZ)

P 17;
P 18

THE COUNCIL WILL MEET WITH THE ARCHITECTURAL REVIEW BOARD AT 12:00 P. M., IN ROOM 159, NOEL C. TAYLOR MUNICIPAL BUILDING.



**ROANOKE CITY COUNCIL
ARCHITECTURAL REVIEW BOARD**

**FEBRUARY 6, 2006
12:00 P.M.**

ROOM 159

AGENDA

1. Call to Order.
2. ROLL CALL: Architectural Review Board
3. WELCOME:
4. INVOCATION AND LUNCH.
5. DISCUSSION ITEM:
 - a. Annual report of the Architectural Review Board. Lora J. Katz, Chair.

P 19

6. REMARKS BY COUNCIL/ARCHITECTURAL REVIEW BOARD.

THE ARCHITECTURAL REVIEW BOARD MEETING WILL BE ADJOURNED.

**THE COUNCIL MEETING WILL BE DECLARED IN RECESS TO BE RECONVENED
AT 2:00 P.M., IN THE CITY COUNCIL CHAMBER, ROOM 450, NOEL C.
TAYLOR MUNICIPAL BUILDING.**



**ROANOKE CITY COUNCIL
REGULAR SESSION**

**FEBRUARY 6, 2006
2:00 P.M.**

CITY COUNCIL CHAMBER

AGENDA

1. Call to Order--Roll Call.

The Invocation will be delivered by Council Member Sherman P. Lea.

The Pledge of Allegiance to the Flag of the United States of America will be led by Mayor C. Nelson Harris.

Welcome. Mayor Harris.

NOTICE:

Today's Council meeting will be replayed on Channel 3 on Thursday, February 9, 2006, at 7:00 p.m., and Saturday, February 11, 2006, at 4:00 p.m. Council meetings are offered with closed captioning for the hearing impaired.

ANNOUNCEMENTS:

THE PUBLIC IS ADVISED THAT MEMBERS OF COUNCIL RECEIVE THE CITY COUNCIL AGENDA AND RELATED COMMUNICATIONS, REPORTS, ORDINANCES AND RESOLUTIONS, ETC., ON THE WEDNESDAY PRIOR TO THE COUNCIL MEETING TO PROVIDE SUFFICIENT TIME FOR REVIEW OF INFORMATION. CITIZENS WHO ARE INTERESTED IN OBTAINING A COPY OF ANY ITEM LISTED ON THE AGENDA MAY CONTACT THE CITY CLERK'S OFFICE, ROOM 456, NOEL C. TAYLOR MUNICIPAL BUILDING, 215 CHURCH AVENUE, S. W., OR CALL 853-2541.

THE CITY CLERK'S OFFICE PROVIDES THE MAJORITY OF THE CITY COUNCIL AGENDA ON THE INTERNET FOR VIEWING AND RESEARCH PURPOSES. TO ACCESS AGENDA MATERIAL, GO TO THE CITY'S HOMEPAGE AT WWW.ROANOKEVA.GOV, CLICK ON THE SERVICE ICON, CLICK ON COUNCIL AGENDAS TO ACCESS THE APPROPRIATE AGENDA AND COUNCIL MEETING. IF ADOBE ACROBAT IS NOT AVAILABLE, A PROMPT WILL APPEAR TO DOWNLOAD PRIOR TO VIEWING AGENDA INFORMATION.

ALL PERSONS WISHING TO ADDRESS COUNCIL ARE REQUESTED TO REGISTER WITH THE STAFF ASSISTANT WHO IS LOCATED AT THE ENTRANCE TO THE COUNCIL CHAMBER. ON THE SAME AGENDA ITEM, ONE TO FOUR SPEAKERS WILL BE ALLOTTED FIVE MINUTES EACH, HOWEVER, IF THERE ARE MORE THAN FOUR SPEAKERS, EACH SPEAKER WILL BE ALLOTTED THREE MINUTES.

ANY PERSON WHO IS INTERESTED IN SERVING ON A CITY COUNCIL APPOINTED AUTHORITY, BOARD, COMMISSION OR COMMITTEE IS REQUESTED TO CONTACT THE CITY CLERK'S OFFICE AT 853-2541, OR ACCESS THE CITY'S HOMEPAGE AT WWW.ROANOKEVA.GOV, TO OBTAIN AN APPLICATION.

2. PRESENTATIONS AND ACKNOWLEDGEMENTS:

Recognition of Middle School Students from Wonju, Korea, Roanoke's Sister City.

3.

CONSENT AGENDA

ALL MATTERS LISTED UNDER THE CONSENT AGENDA ARE CONSIDERED TO BE ROUTINE BY THE MEMBERS OF CITY COUNCIL AND WILL BE ENACTED BY ONE MOTION. THERE WILL BE NO SEPARATE DISCUSSION OF THE ITEMS. IF DISCUSSION IS DESIRED, THE ITEM WILL BE REMOVED FROM THE CONSENT AGENDA AND CONSIDERED SEPARATELY.

- C-1 Minutes of the regular meetings of Council held on Monday, November 21, 2005, Monday, December 5, 2005, and Monday, December 19, 2005. P 32;
P 101

RECOMMENDED ACTION: Dispense with the reading of the minutes and approve as recorded.

- C-2 A communication from the Architectural Review Board transmitting the 2005 Annual Report. P 102

RECOMMENDED ACTION: Receive and file.

- C-3 A communication from the Roanoke Neighborhood Advocates transmitting the 2005 Annual Report. P 114

RECOMMENDED ACTION: Receive and file.

- C-4 A communication from Tommy Wood tendering his resignation as a member of the Towing Advisory Board. P 118

RECOMMENDED ACTION: Accept the resignation and receive and file the communication.

- C-5 A communication from the City Manager requesting that Council schedule a public hearing for Tuesday, February 21, 2006, at 7:00 p.m., or as soon thereafter as the matter may be heard, with regard to execution of a lease with Juan E. Garcia, d/b/a Paradiso Cuban Restaurant, for space located in the City Market Building. P 119

RECOMMENDED ACTION: Concur in the request.

- C-6 A communication from the City Manager requesting that Council schedule a public hearing for Tuesday, February 21, 2006, at 7:00 p.m., or as soon thereafter as the matter may be heard, in connection with execution of an amendment to the lease with the YMCA of Roanoke Valley, Inc., for additional space to provide interim parking located on Luck Avenue.

P 120

RECOMMENDED ACTION: Concur in the request.

- C-7 A communication from the City Manager requesting concurrence in the appointment of Michael Guzo as Coordinator of Emergency Management, effective February 1, 2006.

P 121

RECOMMENDED ACTION: Concur in the request.

- C-8 Qualification of the following persons:

Cheri W. Hartman as a member of the Human Services Advisory Board, for a term ending November 30, 2009;

Carol J. Jensen as a member of the Roanoke Neighborhood Advocates, to fill the unexpired term of Earnest C. Wilson, ending June 30, 2007; and

Joseph F. Miller as a member of the Board of Zoning Appeals, for a term ending December 31, 2008.

RECOMMENDED ACTION: Receive and file.

REGULAR AGENDA

4. PUBLIC HEARINGS:

- a. Proposal to lease City-owned property located at 32 Market Square to Louis and Anita Wilson, d/b/a Burger in the Square, to be used as a food service establishment, for a term of three years, commencing March 1, 2006. Darlene L. Burcham, City Manager.

P 122;
O 144

- b. Proposal to lease City-owned property located at 32 Market Square to Adel Eltawansy, d/b/a Zorba's, to be used as a food service establishment, for a term of three years, commencing March 1, 2006. Darlene L. Burcham, City Manager.

P 145;
O 167

- c. Proposal to lease City-owned property located at 32 Market Square to David Z. Estrada, d/b/a Chico's Big Lick Pizza, to be used as a food service establishment, for a term of three years, commencing March 1, 2006. Darlene L. Burcham, City Manager. P 168;
O 190
- d. Proposal to lease City-owned property located at 32 Market Square to Georgia Raines Crump, d/b/a Nuts N Sweet Things/LicketySplit, to be used as a food service establishment, for a term of three years, commencing March 1, 2006. Darlene L. Burcham, City Manager. P 191;
O 213
- e. Proposal to lease approximately 7.41 acres of City-owned property located northwest of the former City Nursing Home at Coyner Springs to Ned Jeter for agricultural use, for a term of one-year, with an option for four one-year renewals. Darlene L. Burcham, City Manager. P 214;
O 225

5. PETITIONS AND COMMUNICATIONS:

- a. A request of Total Action Against Poverty to address Council with regard to the Terrace Apartments. Theodore J. Edlich, III, President, Spokesperson. (Sponsored by Mayor C. Nelson Harris and Council Member Sherman P. Lea.) P 226

6. REPORTS OF OFFICERS:

- a. CITY MANAGER:

BRIEFINGS: NONE.

ITEMS RECOMMENDED FOR ACTION:

- 1. Acceptance of a Virginia Department of Fire Programs Mini-Grant, in the amount of \$7,500.00; and appropriation of funds. P 227;
B/O 229;
R 230
- 2. Acceptance of a Rescue Squad Assistance Fund Grant from the Virginia Department of Health, Office of Emergency Medical Services; and appropriation of funds. P 231;
B/O 233;
R 234

3. Amendment of the 2005–2010 Consolidated Plan Annual Update to include the World Changers Project, and to revise the Belmont Community Healthcare Center Project; and execution of a CDBG Subgrant Agreement with Blue Ridge Housing Development Corporation, Inc. P 235;
B/O 259;
R 260
4. Amendment of Ordinance No. 37047–051005 adopted on May 10, 2005, to include an annual salary increment for personal vehicle use for the positions of Director of Planning Building and Economic Development and Special Projects Coordinator. P 261;
O 263
5. Appropriation of \$144,808.00 in additional E–911 funding for fiscal year 2005–2006 to upgrade system hardware and software. P 264;
B/O 265
6. Authorization to participate in the Verizon Hopeline Program, a nation–wide program to support domestic violence victims. P 266;
R 270
7. Transfer of funds in connection with the case of *Walter S. Claytor, et. al. v. Roanoke Redevelopment and Housing Authority*, and to address an increase in cost for motor fuel for fiscal year 2005. P 271;
B/O 273

b. CITY ATTORNEY:

1. Adoption of a resolution expressing the City’s intent to participate in a regional effort to develop a regional water supply plan in accordance with Virginia’s local and regional water supply planning regulations. P 274;
R 275

c. DIRECTOR OF FINANCE:

1. Financial report for the month of December, 2005. P 277

7. REPORTS OF COMMITTEES: NONE.

8. UNFINISHED BUSINESS: NONE.

9. INTRODUCTION AND CONSIDERATION OF ORDINANCES AND RESOLUTIONS: NONE.

10. MOTIONS AND MISCELLANEOUS BUSINESS:

- a. Inquiries and/or comments by the Mayor and Members of City Council.
- b. Vacancies on certain authorities, boards, commissions and committees appointed by Council.

11. HEARING OF CITIZENS UPON PUBLIC MATTERS:

CITY COUNCIL SETS THIS TIME AS A PRIORITY FOR CITIZENS TO BE HEARD. MATTERS REQUIRING REFERRAL TO THE CITY MANAGER WILL BE REFERRED IMMEDIATELY FOR RESPONSE, RECOMMENDATION OR REPORT TO COUNCIL.

12. CITY MANAGER COMMENTS:

CERTIFICATION OF CLOSED SESSION.

THE COUNCIL MEETING WILL BE DECLARED IN RECESS UNTIL 7:00 P.M., IN THE CITY COUNCIL CHAMBER FOR A JOINT MEETING OF COUNCIL AND THE CITY PLANNING COMMISSION.



**ROANOKE CITY COUNCIL
ROANOKE CITY PLANNING COMMISSION**

**FEBRUARY 6, 2006
7:00 P.M.**

CITY COUNCIL CHAMBER

AGENDA

Call to Order -- Roll Call.

City Council
City Planning Commission

The Invocation will be delivered by Mayor C. Nelson Harris.

The Pledge of Allegiance to the Flag of the United States of America will be led by Mayor Harris.

Welcome. Mayor Harris.

NOTICE:

Tonight's meeting will be replayed on Channel 3 on Thursday, February 9, 2006, at 7:00 p.m., and Saturday, February 11, 2006, at 4:00 p.m. Council meetings are offered with closed captioning for the hearing impaired.

A. PUBLIC HEARINGS:

1. Joint public hearing of the City Council and the City Planning Commission to consider the Second Amended Petition to Amend Proffered Condition, filed by the City of Roanoke on December 23, 2005, for property located at 2102 Grandin Road, S. W., Official Tax No. 1460101, said amendment of proffers dealing with the construction and operation of a school sports stadium, practice fields, and tennis courts at Patrick Henry High School. R. Brian Townsend, Agent, City Planning Commission.

P 291; O 322

THE CITY PLANNING COMMISSION MEETING WILL BE ADJOURNED.

THE CITY COUNCIL MEETING WILL BE DECLARED IN RECESS UNTIL TUESDAY, FEBRUARY 14, 2006, AT 12:00 P. M., AT THE ROANOKE COUNTY ADMINISTRATION BUILDING, 5204 BERNARD DRIVE, S. W., 4TH FLOOR TRAINING ROOM, FOR A MEETING OF THE ROANOKE CITY COUNCIL, THE ROANOKE COUNTY BOARD OF SUPERVISORS AND THE ROANOKE VALLEY RESOURCE AUTHORITY.



**CITY OF ROANOKE
OFFICE OF THE MAYOR**

215 CHURCH AVENUE, S.W., ROOM 452
ROANOKE, VIRGINIA 24011-1594
TELEPHONE: (540) 853-2444
FAX: (540) 853-1145

C. NELSON HARRIS
Mayor

February 6, 2006

The Honorable Vice-Mayor and Members
of the Roanoke City Council
Roanoke, Virginia

Dear Members of Council:

This is to request a Closed Meeting to discuss vacancies on certain authorities, boards, commissions and committees appointed by Council, pursuant to Section 2.2-3711 (A)(1), Code of Virginia (1950), as amended.

Sincerely,

A handwritten signature in black ink that reads "C. Nelson Harris". The signature is written in a cursive, flowing style.

C. Nelson Harris
Mayor

CNH:snh



C. NELSON HARRIS
Mayor

CITY OF ROANOKE

CITY COUNCIL

215 Church Avenue, S.W.
Noel C. Taylor Municipal Building, Room 456
Roanoke, Virginia 24011-1536
Telephone: (540) 853-2541
Fax: (540) 853-1145

Council Members:
M. Rupert Cutler
Alfred T. Dowe, Jr.
Beverly T. Fitzpatrick, Jr.
Sherman P. Lea
Brenda L. McDaniel
Brian J. Wishneff

February 6, 2006

The Honorable Mayor and Members
of the Roanoke City Council
Roanoke, Virginia

Dear Mayor Harris and Members of Council:

I wish to request a Closed Meeting to discuss the performance of two Council-Appointed Officers, pursuant to Section 2.2-3711 (A)(1), Code of Virginia (1950), as amended.

Sincerely,

A handwritten signature in black ink, appearing to be "Alfred T. Dowe, Jr.", written over a large, stylized circular flourish.

Alfred T. Dowe, Jr., Chair
City Council Personnel Committee

ATD:snh



CITY OF ROANOKE
OFFICE OF THE CITY MANAGER

Noel C. Taylor Municipal Building
215 Church Avenue, S.W., Room 364
Roanoke, Virginia 24011-1591

Telephone: (540) 853-2333
Fax: (540) 853-1138
City Web: www.roanokeva.gov

February 6, 2006

The Honorable Mayor and Members
of City Council
Roanoke, Virginia

Subject: Request for closed meeting

Dear Mayor Harris and Council Members:

This is to request that City Council convene a closed meeting to discuss the disposition of publicly-owned property, where discussion in open meeting would adversely affect the bargaining position or negotiating strategy of the public body, pursuant to §2.2-3711.A.3, Code of Virginia (1950), as amended.

Sincerely,

A handwritten signature in cursive script, appearing to read "Darlene L. Burcham", is written over a faint, larger cursive signature.

Darlene L. Burcham
City Manager

DLB/s

c: William M. Hackworth, City Attorney
Jesse A. Hall, Director of Finance
Mary F. Parker, City Clerk



CITY OF ROANOKE
OFFICE OF THE CITY MANAGER

Noel C. Taylor Municipal Building
215 Church Avenue, S.W., Room 364
Roanoke, Virginia 24011-1591

Telephone: (540) 853-2333
Fax: (540) 853-1138
City Web: www.roanokeva.gov

February 6, 2006

The Honorable Mayor and Members
of City Council
Roanoke, Virginia

Re: Request for closed meeting

Dear Mayor Harris and Council Members:

This is to request that City Council convene a closed meeting to consult with legal counsel on a specific legal matter requiring the provision of legal advice by such counsel, being the terms and conditions of a contract in negotiation, pursuant to §2.2-3711A.5, Code of Virginia (1950), as amended.

Respectfully submitted,

A handwritten signature in cursive script, reading "Darlene L. Burcham".

Darlene L. Burcham
City Manager

DLB:s

cc: City Attorney
City Clerk
Director of Finance



CITY OF ROANOKE
OFFICE OF THE CITY MANAGER

Noel C. Taylor Municipal Building
215 Church Avenue, S.W., Room 364
Roanoke, Virginia 24011-1591

Telephone: (540) 853-2333
Fax: (540) 853-1138
City Web: www.roanokeva.gov

February 6, 2005

Honorable C. Nelson Harris, Mayor and Members
of City Council
Roanoke, VA

Dear Mayor Harris and Members of Council:

Subject: Bridge Program Update

This is to request space on Council's agenda for a 30 minute presentation of the above referenced subject.

Respectfully submitted,

A handwritten signature in cursive script, reading "Darlene L. Burcham".

Darlene L. Burcham
City Manager

DLB:sm

c: City Clerk
City Attorney
Director of Finance



CITY OF ROANOKE
OFFICE OF THE CITY MANAGER

Noel C. Taylor Municipal Building
215 Church Avenue, S.W., Room 364
Roanoke, Virginia 24011-1591

Telephone: (540) 853-2333

Fax: (540) 853-1138

City Web: www.roanokeva.gov

February 6, 2005

Honorable C. Nelson Harris, Mayor and Members
of City Council
Roanoke, VA

Dear Mayor Harris and Members of Council:

Subject: Market Study Update

This is to request space on Council's agenda for a 60 minute presentation of the above referenced subject.

Respectfully submitted,

A handwritten signature in black ink, reading "Darlene L. Burcham".

Darlene L. Burcham
City Manager

DLB:sm

c: City Clerk
 City Attorney
 Director of Finance



Architectural Review Board
Board of Zoning Appeals
Planning Commission

CITY OF ROANOKE PLANNING BUILDING AND DEVELOPMENT

215 Church Avenue, S.W., Room 166
Roanoke, Virginia 24011
Telephone: (540) 853-1730 Fax: (540) 853-1230
E-mail: planning@ci.roanoke.va.us

February 6, 2006

Honorable C. Nelson Harris, Mayor
Honorable Beverly T. Fitzpatrick, Jr., Vice-Mayor
Honorable M. Rupert Cutler, Council Member
Honorable Alfred T. Dowe, Jr., Council Member
Honorable Brenda L. McDaniel, Council Member
Honorable Sherman Lea, Council Member
Honorable Brian J. Wishneff, Council Member

Dear Mayor Harris and Members of City Council:

Subject: 2005 Annual Report
Architectural Review Board

I am pleased to provide City Council with the following information on the Board's accomplishments and attendance last year.

Last year the Board met 12 times to consider 64 requests for Certificates of Appropriateness. Of these 64 requests, 54 were approved, five were denied, three were withdrawn, and two were continued. Of the five that were denied, two applicants appealed to City Council; one appeal was withdrawn and the other is pending. Sixteen items were located in the downtown H-1 District, while 48 were in the residential H-2 District. This is a 31% increase in activity from 2004. In addition, staff approved 52 Administrative Certificates of Appropriateness.

Major ARB activities during 2005:

- As a Certified Local Government (CLG) with the Department of Historic Resources (DHR), the City of Roanoke had direct support from the state and federal governments with grant money for historic preservation studies and for ARB training.
 1. Worked in coordination with DHR for the nomination of the Gainsboro Historic District to the National Register of Historic Places.

2. Staff and the Co-Chair received training through the National Alliance of Preservation Commissions. These workshops train local historic preservation commissioners and staff in community revitalization methods.
 3. Review and approve National Register nominations for the City of Roanoke.
- Continued the annual ARB Recognition Program for rehabilitation/design awards for City Council during National Historic Preservation Week. Four awards were given in May for exemplary projects undertaken in the H-1 and H-2 districts.
 - Continued annual spring mailings to all property owners in the historic districts and contractors in the Roanoke Valley to increase awareness of the historic districts. The Department of Real Estate Valuation also sends notices to all new property owners in the historic districts.
 - Continued the Design Assistance Review Committee comprised of two ARB members to review applications prior to the Board meetings. Two members and staff attend the monthly meetings, and notify the applicants of preliminary recommendations.
 - Continued annual in-house ARB workshops to improve the application process and Board meetings.

The Board's current initiatives:

- Review and update the H-2 Architectural Design Guidelines to incorporate information on new materials that were not available when the 1995 guidelines were written, delete out-dated information or materials, and to comply with new zoning restrictions from the recent adoption of the zoning ordinance.

A roster of meeting attendance, the status of Board members, and a list of Certificates of Appropriateness are attached for your information.

Sincerely,



Lora Katz, Chair
Architectural Review Board

cc: Darlene L. Burcham, City Manager
William M. Hackworth, City Attorney
Steven J. Talevi, Assistant City Attorney
Mary F. Parker, City Clerk
R. Brian Townsend, Director, Planning Building and Development
Anne S. Beckett, Agent, Architectural Review Board

CITY OF ROANOKE ARCHITECTURAL REVIEW BOARD

ANNUAL REPORT 2005

The Architectural Review Board is a 7-member, Council appointed Board. At least two members, but not more than three, shall be registered architects. Board members should have an interest or competence in, or knowledge of, historic preservation and the history of the city.

Board Membership 2005

Alison Blanton
Architectural Historian, Hill Studio

Barbara Botkin (appointed 2/04)
Architectural Designer, SFCS

Don Harwood
Architect, Hill Studio

Lora Katz (appointed 3/05)
Architect and Interior Designer, Partner, Katz+McConnel Associates

Robert Manetta (resigned 3/05)
Associate General Counsel, Carilion Health Systems

Robert Richert
Retired; participant in civic and neighborhood affairs

James Schlueter
Self-employed renovation contractor; knowledgeable in construction

Jon Stephenson
Architect, HSMM

ATTENDANCE 2005

Board Member	Attended
Alison Blanton	11 of 13 meetings
Barbara Botkin	10 of 13 meetings
Don Harwood	10 of 13 meetings
Lora Katz	8 of 10 meetings
Robert Manetta	3 of 3 meetings
Robert Richert	13 of 13 meetings
James Schlueter	12 of 13 meetings
Jon Stephenson	11 of 13 meetings

**Architectural Review Board
Approved Administrative Certificates of Appropriateness
2005**

CA No.	Date	Applicant	Location	District	Request
05-001S	1/10/05	Wayne and Brenda Witt	1717 Patterson, SW	H2	Chimney removal and concrete wall repair
05-002S	1/25/05	Milne Properties	425 Allison, SW	H2	Re-roofing
05-003S	2/1/05	Valerie Eagle and Terry Wayne Cundiff	601 Highland, SW	H2	Exterior improvements to rear of structure
05-004S	2/4/05	David Workman	609 Allison, SW	H2	Re-roofing
05-005S	2/4/05	Terry Vandelinde	1502 Franklin, SW	H2	Sign
05-006S	2/24/05	Gary Garst	1404 2 nd , SW	H2	Construction of porch roof
05-007S	2/24/05	Anthony Stout	1110 Campbell, SW	H2	Exterior modifications
05-008S	2/24/05	Gordon Johnson	407 Elm, SW	H2	Replacement windows
05-009S	2/24/05	Norman and Paula Prince	550 Mountain, SW	H2	Roof replacement and chimney re-pointing
05-010S	3/2/05	City of Roanoke	604 Walnut, SW	H2	Replacement gutters
05-011S	3/15/05	Dermatology of Roanoke, PC	1215 Third, SW	H2	New windows and aluminum frame on walls
05-012S	3/18/05	Mitchell R. Brewster	1407 Clarke, SW	H2	New windows and replacement of porch ceiling
05-013S	4/8/05	Patrick and Cara Kenney	382 Washington, SW	H2	Front porch roof and gutter repair
05-014S	4/8/05	Bishop Rev. Parris	716 5 th , SW	H2	Door replacement and plywood removal from windows

CA No.	Date	Applicant	Location	District	Request
05-015S	4/8/05	Barbara and Doug Southard	618 Woods, SW	H2	Chimney removal
05-016S	4/15/05	David R. Tershak, Shenandoah Land Management, LLC	1101 1 st , SW	H2	Sign
05-017S	4/21/05	White Homes and Land, LLC	1610 Patterson, SW	H2	Restoration of porch, siding, windows, doors, roofs, and concrete pillars
05-018S	4/21/05	Valerie Eagle	601 Highland, SW	H2	Porch flooring, new steps, replacement wood slats and lattice
05-019S	4/21/05	Jim Thompson	546 Elm, SW	H2	Wood fence
05-020S	4/22/05	Abden Properties	402 Mountain, SW	H2	Replacement of stoop with decking
05-021S	5/19/05	Leslie and John Bernard, III	425 Walnut, SW	H2	Rear deck
05-022S	5/23/05	Patricia L. Shires	354 Albemarle, SW	H2	Fiberglass columns and replacement of porch flooring and gutters. Repair soffit and railings
05-023S	6/10/05	Jim Cornett	1402 3 rd , SW	H2	Sign
05-024S	6/21/05	April Elkin	618 Allison, SW	H2	Replacement of fence
05-025S	6/24/05	Community Housing Partners	1618 Patterson, SW	H2	Exterior repair
05-026S	6/24/05	Community Housing Partners	856 Marshall, SW	H2	Exterior repair
05-027S	6/24/05	Community Housing Partners	706 12 th , SW	H2	Exterior repair

CA No.	Date	Applicant	Location	District	Request
05-028S	6/30/05	Doug and Barbara Southard	618 Woods, SW	H2	Rear porch and new basement entrance
05-029S	6/30/05	Eric and Robin Salo	401/403 King George, SW	H2	Fence enclosure around patio
05-030S	7/14/05	Carol M. Swain	540 Day, SW	H2	Fence and roof replacement and exterior modifications
05-031S	7/29/05	Robert S. Knezovich	1122 2 nd , SW	H2	Installation of railing and porch gate
05-032S	8/2/05	Clarence Goldsborough	821 Ferdinand, SW	H2	Window replacement
05-033S	8/5/05	Robert E. Smith	810 Day, SW	H2	Fence replacement
05-034S	8/18/05	Thomas M. Harp	638 Marshall, SW	H2	Replace porch floor, column, and windows. Restore dormer siding
05-035S	8/23/05	Ryan and Andra Blatt	512 King George, SW	H2	4' fence
05-036S	9/7/05	Brian Sarll	821 Day, SW	H2	Removal of porch, installation of downspouts, and gutter and soffit repair
05-037S	9/9/05	Jack Helm	13/15 Albemarle, SW	H2	Window replacement and porch repair/replacement
05-038S	9/15/05	Trust House	404 Elm, SW	H2	Repair of mortar
05-039S	9/16/05	Sharon T. Conley-Edwards	610 Walnut, SW	H2	New brick pad and sidewalk
05-040S	9/27/05	J. Fuller Robinson, Jr.	1307 3 rd , SW	H2	Parking lot improvements and rear porch
05-041S	10/3/05	Phyllis Johnson	360 Mountain, SW	H2	Rear decks

CA No.	Date	Applicant	Location	District	Request
05-042S	11/3/05	Shakie Macher	543 Elm, SW	H2	Rear deck modification
05-043S	11/3/05	James and Ann Haynes	511 Day, SW	H2	New gutters
05-044S	11/7/05	John Frantz	601 Wood, SW	H2	Rear fence
05-045S	11/9/05	Douglas Leftwich	832 Marshall, SW	H2	Window, soffit and siding replacement
05-046S	11/10/05	Robert Wells	383 Mountain, SW	H2	Restoration of front and side porches
05-047S	11/15/05	William Gall	515 Elm, SW	H2	Concrete patio
05-048S	11/21/05	Jeff Armstead	513 Allison, SW	H2	Exterior modifications in rear
05-049S	12/8/05	Derek S. Cooper	847 Marshall, SW	H2	Rear fence
05-050S	12/9/05	Community Properties	1358 Clarke, SW	H2	Window replacement/exterior renovations
05-051S	12/14/05	Mark Gibson	203 Albemarle, SW	H2	New parking spaces
05-052S	12/16/05	Sandra Stallings	614 Allison, SW	H2	Fence and gate

**Architectural Review Board
Certificates of Appropriateness
January 1- December 30, 2005**

CA No.	Date	Applicant	Location	District	Request	Action
05-001	1/13/05	Paul Altarez	314 Mountain, SW	H2	Side and rear window replacement	Approved
05-002	1/13/05	Shellco	216 Market, SE	H1	Sign	Approved
05-003	1/28/05	William D. Gall	536 Elm, SW	H2	Remove porch	Withdrawn
05-004	2/10/05	FOM Investments, LLC	346 Day, SW	H2	Two new front windows	Approved
05-005	2/10/05	Wayne Faddis (Dandelion Feet)	106/108 Church, SE	H1	New striped awning	Approved
05-006	2/10/05	Trust House	404 Elm, SW	H2	New sign	Withdrawn
05-007	3/10/05	Nathan and Briana Hudgins	643 Allison, SW	H2	New construction	Approved
05-008	3/10/05	Mark and Corinne Waller	647 Allison, SW	H2	New construction	Approved
05-009	3/10/05	444 Elm/808 5 th Street Associates	444 Elm, SW	H2	New front porch and sidewalks	Approved
05-010	4/14/05	VACO Properties	312 Market, SE	H1	New black awning	Approved
05-011	4/14/05	City of Roanoke	32 Market Square, SE	H1	20" width between seams on green metal roof	Approved
05-012	5/12/05	Roland Macher	502-504 Day, SW	H2	New rear deck and front handrails	Approved
05-013	6/9/05	Patrice Wilson	925 Ferdinand, SW	H2	New windows	Approved
05-014	6/9/05	Steve Muselwhite	109 Norfolk, SW	H1	New railings and signage	Approved
05-015	6/9/05	Frances Calloway	38 Gilmer, NE	H2	New handicap ramp	Approved
05-016	6/9/05	Sarah Rubush	362 Allison, SW	H2	New handicap ramp	Approved
05-017	6/9/05	Christy Craighead	606 Elm, SW	H2	New windows and front door	Approved

CA No.	Date	Applicant	Location	District	Request	Action
05-018 05-019	6/9/05	Art Museum of Western Virginia	100 Salem, SE	H1	Demolition and new construction	Approved
05-020	7/14/05	SPS Enterprises, LLC	107 Campbell, SE	H1	New storefront design	Approved
05-021	7/14/05	Lenden A. Eakin	340 Day, SW	H2	New wheelchair ramp	Approved
05-022	7/14/05	Colonial Partners	202 Jefferson, SE	H1	Sign	Approved
05-023	7/14/05	Robert Glenn	102 Campbell, SW	H1	Exterior façade improvements, State and City Building	Approved
05-024	7/14/05	Art Museum of Western Virginia	110 Salem, SE	H1	Construction of new façade on Market, SE	Approved
05-025	8/11/05	SPS Enterprises, LLC	107 Campbell, SE	H1	New canvas awning	Approved
05-026	8/11/05	Lance Duncan	372 Albemarle, SW	H2	Exterior modifications	Approved
05-027	8/11/05	J. Fuller Robinson, Jr.	1307 3 rd , SW	H2	Window replacement	Approved
05-028	8/11/05	Jose Rangel	509 Mountain, SW	H2	New fence	Approved
05-029	8/11/05	444 Elm/808 5 th Street Associates	444 Elm, SW	H2	Brick pavers for parking area in rear	Approved
05-030	8/11/05	444 Elm Avenue Associates	440 Elm, SW	H2	Brick pavers and in parking area in rear	Approved
05-031	8/11/05	444 Elm/808 5 th Street Associates	808 5 th , SW	H2	Brick paved sidewalks and driveway	Approved
05-032	9/8/05	Jack and Betty Altizer	327 Albemarle, SW	H2	Carriage house renovation	Approved
05-033	9/8/05	Pepsi Bottling Group	129 Campbell, SE	H1	Moving Dr. Pepper Sign	Approved
05-034	9/8/05	H. M. Darby	366 Allison, SW	H2	New window	Approved

05-035	9/8/05	Stephen Musselwhite	129 Campbell, SE	H1	Sign	Approved
05-036	9/8/05	Darrell Craft	207 Albemarle, SW	H2	Sign	Approved
05-037	9/8/05	Robert Szathmary	123 Campbell, SE	H1	Sign	Approved
05-038	9/8/05	Talena and Adam Williams	440 Highland, SW	H2	New brick sidewalk	Approved
05-039	10/13/05	Steve Musselwhite	109 Norfolk, SW	H1	Exterior modifications	Approved
05-040	10/13/05	Geoff Straughn	429 Elm, SW	H2	Exterior modifications	Approved
05-041	10/13/05	Colonial Partners	204 Jefferson, SE	H1	Sign, entranceway	Approved
05-042	10/13/05	Winter Properties Partnership	Janette,	H2	New construction	Denied
05-043	10/13/05	RRHA	433 Day, SW	H2	Exterior renovations	Approved
05-044	11/10/05	Aaron Eanes	501 Janette, SW	H-2	Fence	Denied
05-045	11/10/05	Douglas Mark Arrington	371 Washington, SW	H2	Fence	Approved
05-046	11/10/05	Jack and Lois Trent	614 Walnut, SW	H2	New handrails	Approved
05-047	11/10/05	Clarence Hall	542 Mountain, SW	H2	New windows	Denied
05-048	11/10/05	Dan Flynn	1325 3 rd , SW	H2	Sign	Denied
05-049	11/10/05	M & M Gibson Enterprises	203 Albemarle, SW	H2	Demolition of breezeway	Approved
05-050	11/10/05	M & M Gibson Enterprises	203 Albemarle, SW	H2	Reconstruction of breezeway	Approved

05-051	11/10/05	Park Place Realtors	445 Elm, SW	H2	Demolition	Approved
05-052	11/10/05	Park Place Realtors	445 Elm, SW	H2	New parking area, entranceway	Approved
05-053	11/10/05	RRHA	411 Day, SW	H2	Exterior renovations	Approved
05-054	11/10/05	RRHA	415 Day, SW	H2	Exterior renovations	Approved
05-055	11/10/05	RRHA	419 Day, SW	H2	Exterior renovations	Approved
05-056	12/8/05	Robert Ruble	509 Allison, SW	H2	Modifications to rear porches	Denied
05-057	12/8/05	Dan Flynn	1325 3 rd , SW	H2	Sign	Approved
05-058	12/8/05	David Meador	1112 2 nd , SW	H2	New roof on carriage house	Approved
05-059	12/8/05	Richard Macher	450-546 Highland, SW	H2	New doors	Approved
05-060	12/8/05	Dawn Waters	377 Albemarle, SW	H2	Window replacement	Denied
05-061	12/8/05	RRHA	421 Day, SW	H2	Exterior renovations	Approved
05-062	12/8/05	RRHA	425 Day, SW	H2	Exterior renovations	Approved
05-063	12/8/05	RRHA	429 Day, SW	H2	Exterior renovations	Approved
05-064	12/8/05	Dominion Invest. Properties	1113 Franklin, SW	H2	Window replacement	Withdrawn

H2 Overlay District

Assessment Valuation Change Summary Report

Year	2004	2005	2006
Total Parcels	1436	1436	1436
Total Value	\$182,918,500	\$198,642,300	\$215,816,900
% Increase		8.596%	8.646%

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ROANOKE CITY COUNCIL

November 21, 2005

12:00 p.m.

The Council of the City of Roanoke met in regular session on Monday, November 21, 2005, at 12:00 p.m., in the Emergency Operations Center Conference Room, Room 159, Noel C. Taylor Municipal Building, 215 Church Avenue, S. W., City of Roanoke, with Mayor C. Nelson Harris presiding, pursuant to Chapter 2, Administration, Article II, City Council, Section 2-15, Rules of Procedure, Rule 1, Regular Meetings, Code of the City of Roanoke (1979), as amended, and pursuant to Resolution No. 37109-070505 adopted by the Council on Tuesday, July 5, 2005, and Resolution No. 37238-110705 adopted by the Council on Monday, November 7, 2005.

PRESENT: Council Members Alfred T. Dowe, Jr., Beverly T. Fitzpatrick, Jr., Sherman P. Lea, Brenda L. McDaniel, M. Rupert Cutler and Mayor C. Nelson Harris-----6.

ABSENT: Council Member Brian J. Wishneff -----1.

The Mayor declared the existence of a quorum.

OFFICERS PRESENT: Darlene L. Burcham, City Manager; William M. Hackworth, City Attorney; Jesse A. Hall, Director of Finance; and Mary F. Parker, City Clerk.

OTHERS PRESENT: Congressman Bob Goodlatte; Peter Larkin, District Director for Congressman Goodlatte; Troy A. Harmon, Municipal Auditor; Mary F. Parker, City Clerk; Stephanie M. Moon, Deputy City Clerk; Rolanda B. Russell, Assistant City Manager for Community Development; Faye T. Gilchrist, Assistant to the City Manager; and Larry Brown, Public Information Officer.

The Mayor advised that the purpose of the meeting was to meet with Congressman Bob Goodlatte to discuss matters of mutual interest and concern to the City of Roanoke.

The City Manager introduced Faye Gilchrist, Assistant to the City Manager, who previously served as Accreditation Coordinator in the Police Department; prior to becoming a City employee, she worked for the Department of Juvenile Justice; and she holds a bachelor's degree in Psychology from the University of North Carolina at Chapel Hill.

COUNCIL-LEGISLATION: On behalf of the Members of Council, the Mayor welcomed Congressman Goodlatte and Mr. Larkin to the meeting, and expressed appreciation for Congressman Goodlatte's assistance in connection with the City's flood reduction project.

The following is a summary of Congressman Goodlatte's remarks:

- He will continue to monitor developments related to Interstate 73 (\$2.2 million in transportation equity and right-of-way acquisition).
- He will continue to monitor the Roanoke River Flood Reduction Project, including funding and greenway components (total of \$10 million secured).
- He will continue to monitor all developments related to improvements to Interstate 81 (\$141.5 million in surface transportation reauthorization for improvements, and \$900,000.00 in Transportation Equity Act funding for variable message boards).
- He will continue to monitor developments with regard to keeping the Social Security Administration offices in downtown Roanoke.
- \$418,000.00 was included in the Transportation Equity Act for the Virginia Railway Station.
- \$208,000.00 was included in the Transportation Equity Act for the Commonwealth Coach and Trolley Museum.
- \$208,000.00 was included in the Transportation Equity Act for the Roanoke Passenger Station.
- He will continue to monitor the Heartland Corridor Project, particularly as it relates to a possible Roanoke Valley Intermodal Facility (\$130 million in surface transportation reauthorization for corridor, and \$200,000.00 in the Transportation Equity Act for an intermodal facility).
- He supported the City's successful application for Justice Department "COPS: funds for an interoperable communications system with localities in the region (\$866,000.00 grant).

- He will continue to be available with regard to any opportunity to promote the qualities of the Roanoke area for the purpose of economic development.

With regard to eminent domain, Congressman Goodlatte advised that he will introduce legislation that will address the Supreme Court's decision in *Kelo vs. City of New London*, which is a controversial court decision. He added that the bill will discourage state and local governments from invoking eminent domain power to obtain private property for private commercial development. Congressman Goodlatte stated that several members of the Congress are concerned about the Supreme Court's decision, as well as some earlier Supreme Court rulings, because the decision gave local governments broad power to seize property under the guise of "economic development" to generate tax revenue, and the decision threatened every home, business, farm or other private land. He further stated that traditional uses of eminent domain by local and state governments are completely preserved, such as schools, roads, buildings, etc.; and most modern uses where local government contracts with a private entity are acceptable as long as the uses are for public purposes, which are clearly defined, and all other public uses are provided for in the Constitution.

Since the House Bill has already passed, Congressman Goodlatte stated that any input would be shared with Senators John Warner and George Allen, as well as other Senators who serve on key committees. He added that the intent is not to overturn the Supreme Court decision, but to state that the Supreme Court has ruled, and if localities act under the rights of the Supreme Court, they should be aware that Federal funds could be denied.

Council Member Cutler inquired if eminent domain would affect the Western Virginia Water Authority; whereupon, Congressman Goodlatte responded that eminent domain would only affect the Water Authority only if the Authority attempts to do something that is not for public use.

Council Member Cutler also inquired about forest service, or aid to farmers that would relate to the City's water quality through grants to farmers or assistance to landowners with respect to protecting forestry land, terrain along streams, or other aspects of watershed conservation that would protect normal water. Congressman Goodlatte advised that the last Farm Bill moved in the direction of providing greater funding for agriculture and civil culture conservation; and it is expected that the next farm bill, which will be written in 2007, will continue to move in the same direction due to the need to provide assistance and to remain competitive internationally.

Council Member Dowe inquired about updates with regard to the Blue Ridge Parkway; whereupon, Congressman Goodlatte called attention to several local issues with regard to the Parkway, such as certain efforts at Explore Park which are currently underway. He stated that it should be duly noted that access to Explore Park is on Federal land and Parkway officials will have major input on the character of the land if it is to maintain access. He stated that some of the suggested development ideas are appropriate, and if the spur remains open, he would like to see Explore Park in a better financial condition.

Vice-Mayor Fitzpatrick called attention to the lack of maintenance to the crossover to the Blue Ridge Parkway on Route 220 South toward the Clearbrook area in Roanoke County, and asked if the Department of the Interior plans to paint the bridge in the near future. If not, he inquired if the City of Roanoke and Roanoke County could use its resources to enhance the appearance of the crossover. Congressman Goodlatte advised that he would discuss the matter with Parkway officials and report his findings to Council.

Council Member Dowe inquired about the role of the Federal government with regard to art culture in the Roanoke Valley, specifically the Arts Museum, with respect to certain sporting organizations in southwestern Virginia. Congressman Goodlatte advised that he recognizes the importance of having minor league sports in the Roanoke Valley and is willing to be of assistance whenever necessary.

With regard to the Arts Museum, Congressman Goodlatte stated that the Federal government has provided financial support through tax credits to support several cultural organizations in the Roanoke Valley throughout the years. He indicated that approximately \$3 million in Federal support has been provided for the O. Winston Link Museum and the Roanoke Valley Convention and Visitors Bureau; the Arts Museum has received approximately \$1.2 million in Federal funds which is a small percentage of the \$40 million project; and he would continue his efforts to support the projects.

Congressman Goodlatte stated that the Dumas Center received \$500,000.00 in 2004 and will receive another \$200,000.00 in Federal funds in 2005, matched with donations by State and local government support.

The City Manager called attention to air service at the Roanoke Regional Airport and advised that the City of Roanoke is the only locality or region that has not received a Federal grant for air service, yet the City continues to submit regular applications; and while the City has been fortunate to not lose additional air service, the City recognizes that its competitiveness on the economic development front is limited due to the lack of a low cost air carrier and the right service connections.

The City Manager stated that the City is willing to work with government officials regarding the Social Security Administration Office building; and the General Services Administration is seeking a location for the new DEA facility, and certain requirements and restrictions make it impossible to locate the facility in a downtown location in the City of Roanoke. She added that the need for security, given the nation's experience during the past several years is understood, however, it appears that some of the concerns could be considered to be "overkill" in terms of expectations since DEA offices have been located in the downtown area for several years. She explained that downtown locations are important for certain types of activities, such as their proximity to the courts and other law enforcement organizations and agencies that benefit from various forms interaction.

Congressman Goodlatte advised that he would investigate the matter and serve as an interface with the DEA on potential locations in the City of Roanoke. With regard to air transportation, he stated that securing a low cost carrier for the Roanoke Valley has been a major challenge, and he is willing to continue to work with the City.

There being no further discussion and/or comments by the Members of Council, the Mayor expressed appreciation to Congressman Goodlatte for his efforts on behalf of the City of Roanoke.

COMMITTEES-CITY COUNCIL: A communication from Mayor C. Nelson Harris requesting that Council convene in a Closed Meeting to discuss vacancies on certain authorities, boards, commissions and committees appointed by Council, pursuant to §2.2-3711 (A)(1), Code of Virginia (1950), as amended, was before the body.

Council Member Cutler moved that Council concur in the request of the Mayor to convene in Closed Meeting as abovedescribed. The motion was seconded by Vice-Mayor Fitzpatrick and adopted by the following vote:

AYES: Council Members Cutler, Fitzpatrick, Dowe, Lea, McDaniel and Mayor Harris-----6.

NAYS: None -----0.

(Council Member Wishneff was absent.)

CITY COUNCIL: A communication from the City Attorney requesting that Council convene in a Closed Meeting to consult with legal counsel regarding pending litigation where such consultation in open session would adversely affect the City's negotiating or litigating posture, pursuant to Section 2.2-3711 (A)(7), Code of Virginia (1950), as amended, was before the body.

Vice-Mayor Fitzpatrick moved that Council concur in the request of the City Attorney to convene in Closed Meeting as abovedescribed. The motion was seconded by Council Member Cutler and adopted by the following vote:

AYES: Council Members Cutler, Fitzpatrick, Dowe, Lea, McDaniel and Mayor Harris-----6.

NAYS: None -----0.

(Council Member Wishneff was absent.)

At 1:25 p.m., the Mayor declared the Council meeting in recess to be immediately reconvened in Closed Session in the Council's Conference Room, Room 451, Noel C. Taylor Municipal Building.

At 2:05 p.m., the meeting reconvened in the City Council Chamber, Room 450, Noel C. Taylor Municipal Building.

COUNCIL: With respect to the Closed Session just concluded, Vice-Mayor Fitzpatrick moved that each Member of City Council certify to the best of his or her knowledge that: (1) only public business matters lawfully exempted from open meeting requirements under the Virginia Freedom of Information Act; and (2) only such public business matters as were identified in any motion by which any Closed Meeting was convened were heard, discussed or considered by City Council. The motion was seconded by Council Member Lea and adopted by the following vote:

AYES: Council Members Cutler, Fitzpatrick, Dowe, Lea, McDaniel and Mayor Harris-----6.

NAYS: None -----0.

(Council Member Wishneff was absent.)

Council Member Wishneff entered the meeting.

OATHS OF OFFICE-HUMAN DEVELOPMENT-COMMITTEES: The Mayor advised that the four year term of office of Cheri W. Hartman as a member of the Human Services Advisory Board will expire on November 30, 2005; whereupon, he opened the floor for nominations to fill the vacancy.

Vice-Mayor Fitzpatrick placed in nomination the name of Cheri W. Hartman.

There being no further nominations, Ms. Hartman was reappointed as a member of the Human Services Advisory Board, for a term of four years ending November 30, 2009, by the following vote:

FOR MS. HARTMAN: Council Members Cutler, Fitzpatrick, Dowe, Lea, McDaniel, Wishneff and Mayor Harris-----7.

OATHS OF OFFICE-COMMITTEES-BLUE RIDGE BEHAVIORAL HEALTHCARE: The Mayor advised that the three year term of office of Robert Williams, Jr., as a member of the Blue Ridge Behavioral Healthcare Board of Directors will expire on December 31, 2005; whereupon, he opened the floor for nominations to fill the vacancy.

Vice-Mayor Fitzpatrick placed in nomination the name of Robert Williams, Jr.

There being no further nominations, Mr. Williams was reappointed as a member of the Blue Ridge Behavioral Healthcare Board of Directors, for a term of three years ending December 31, 2008, by the following vote:

FOR MR. WILLIAMS: Council Members Cutler, Fitzpatrick, Dowe, Lea, McDaniel, Wishneff and Mayor Harris-----7.

OATHS OF OFFICE-ZONING-COMMITTEES: The Mayor advised that the three year terms of office of William D. Poe, Diana B. Sheppard and Joseph F. Miller as members of the Board of Zoning Appeals will expire on December 31, 2005; whereupon, he opened the floor for nominations to fill the vacancies.

Vice-Mayor Fitzpatrick placed in nomination the names of William D. Poe, Diana B. Sheppard and Joseph F. Miller.

There being no further nominations, Mr. Poe, Ms. Sheppard and Mr. Miller were reappointed as members of the Board of Zoning Appeals, for terms of three years each, ending December 31, 2008, by the following vote:

FOR MR. POE, MS. SHEPPARD AND MR. MILLER: Council Members Cutler, Fitzpatrick, Dowe, Lea, McDaniel, Wishneff and Mayor Harris-----7.

OATHS OF OFFICE-COMMITTEES-CABLE TELEVISION: The Mayor advised that there is a vacancy on the Roanoke Valley Regional Cable Television Committee, created by expiration of the term of office of Delvis O. McCadden; whereupon, he opened the floor for nominations to fill the vacancy.

Vice-Mayor Fitzpatrick placed in nomination the name of Carla Terry.

There being no further nominations, Ms. Terry was appointed as a member of the Roanoke Valley Regional Cable Television Committee, for a term ending June 30, 2008, by the following vote:

FOR MS. TERRY: Council Members Cutler, Fitzpatrick, Dowe, Lea, McDaniel, Wishneff and Mayor Harris-----7.

At 2:07 p.m., on Monday, November 21, 2005, the regularly scheduled 2:00 p.m. session of the Council convened in the City Council Chamber, Room 450, Noel C. Taylor Municipal Building, 215 Church Avenue, S. W., City of Roanoke, Virginia, with Mayor C. Nelson Harris presiding.

PRESENT: Council Members Alfred T. Dowe, Jr., Beverly T. Fitzpatrick, Jr., Sherman P. Lea, Brenda L. McDaniel, Brian J. Wishneff, M. Rupert Cutler, and Mayor C. Nelson Harris-----7.

ABSENT: None-----0.

The Mayor declared the existence of a quorum.

OFFICERS PRESENT: Darlene L. Burcham, City Manager; William M. Hackworth, City Attorney; Jesse A. Hall, Director of Finance; and Mary F. Parker, City Clerk.

The invocation was delivered by Vice-Mayor Beverly T. Fitzpatrick, Jr.

The Pledge of Allegiance to the Flag of the United States of America was led by Mayor Harris.

PRESENTATIONS AND ACKNOWLEDGEMENTS:

DECEASED PERSONS-CITIZEN OF THE YEAR: Council Member Dowe offered the following resolution memorializing the late George F. Pollash, former 1989 Citizen of the Year:

(#37239-112105) A RESOLUTION memorializing the late George F. Pollash, a longtime resident of the Roanoke Valley and Citizen of the Year in 1989.

(For full text of resolution, see Resolution Book No. 70, Page 59.)

Council Member Dowe moved the adoption of Resolution No. 37239-112105. The motion was seconded by Vice-Mayor Fitzpatrick and adopted by the following vote:

AYES: Council Members Dowe, Fitzpatrick, Lea, McDaniel, Wishneff, Cutler and Mayor Harris-----7.

NAYS: None-----0.

The Mayor called for a moment of silence in memory of Mr. Pollash and presented a ceremonial copy of the abovereferenced resolution to Mrs. Pollash.

VIRGINIA AMATEUR SPORTS/COMMONWEALTH GAMES: Peter Lampman, President, Virginia Amateur Sports, Inc., presented the following report on the economic impact to the City of Roanoke from the Virginia Commonwealth Games and the National AAU 15 Under Baseball Tournament which was hosted by Virginia Amateur Sports on July 29, 2005 - August 5, 2005, including demographics of athletes that participated. He advised that over the past 16 years, approximately 134,000 athletes have competed in the event which has come to be known as Virginia's Olympics.

VIRGINIA AMATEUR SPORTS
2004-2005 ECONOMIC IMPACT

Tourism in Virginia

Tourism is a \$13 billion per year industry in Virginia
 Tourism is a \$1 million per day industry in the Roanoke Valley
 Each dollar spent on tourism marketing returns \$4-\$6 in tax revenues

Commonwealth Games of Virginia

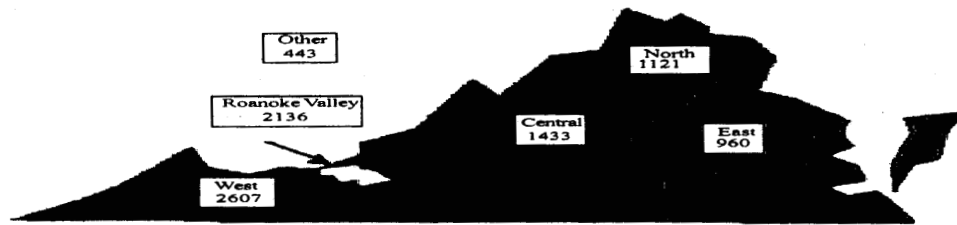
1. Number of athletes that stayed overnight	3,521
2. Number of spectators that stayed overnight (1:2 ratio)	7,042
3. Average length of stay	2.20 days
4. Estimated average daily expenditures	\$150
5. Estimated overnight expenditures (1 + 2 x 3 x 4)	\$3,485,790
6. Number of day athletes	3,341
7. Number of day spectators (1:2 ratio)	6,654
8. Number of day volunteers	1,200
9. Estimated average daily expenditures	\$30
10. Estimated daily expenditures (6+7 +8 x 9)	\$335,850
11. Estimated total visitor expenditures (10 + 5)	\$3,821,640

AAU 15 UNDER NATIONAL BASEBALL TOURNAMENT

1. Number of Teams	24
2. Number of players, coaches, spectators	1020
3. Average length of stay	8 days
4. Estimated average daily expenditures	\$150
5. Estimated total visitor expenditures (1,020 visitors x \$150 daily expenditures x 8 days)	\$1,224,000

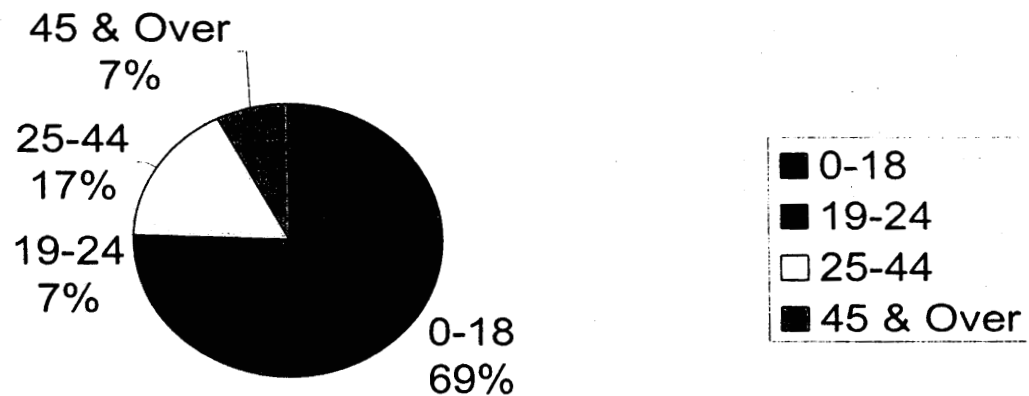
**TOTAL ECONOMIC IMPACT FOR THE
COMMONWEALTH GAMES & NATIONAL TOURNAMENT**
\$5,045,640

2005
Commonwealth Games of Virginia
Estimated Regional Distribution

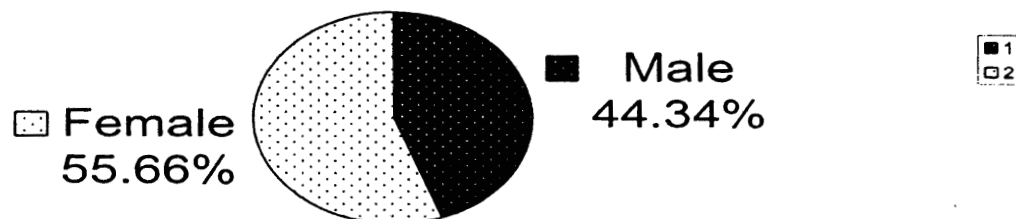


Roanoke Valley: City of Roanoke, City of Salem, Roanoke County, Vinton
 West: Bristol, Martinsville, New River Valley
 Central: Charlottesville, Lynchburg, Farmville, Staunton
 North: Winchester, Culpeper, Harrisonburg, Northern VA
 East: Chesapeake, Norfolk, Richmond, Fredericksburg, Virginia Beach
 Other: DC, MD, NC, NJ, OH, PA, TN and WV

2005 Estimated Age Distribution



2005 Estimated Gender Distribution



CONSENT AGENDA

The Mayor advised that all matters listed under the Consent Agenda were considered to be routine by the Members of Council and would be enacted by one motion in the form, or forms, listed on the Consent Agenda, and if discussion was desired, the item would be removed from the Consent Agenda and considered separately.

MINUTES: Minutes of the regular meetings of Council held on Monday, October 3, 2005, and Monday, October 17, 2005, were before the body.

Vice-Mayor Fitzpatrick moved that the reading of the minutes be dispensed with and that the minutes be approved as recorded. The motion was seconded by Council Member Dowe and adopted by the following vote:

AYES: Council Members Dowe, Fitzpatrick, Lea, McDaniel, Wishneff, Cutler and Mayor Harris-----7.

NAYS: None-----0.

COMMITTEES-BLUE RIDGE BEHAVIORAL HEALTHCARE: A communication from S. James Sikkema, Executive Director, Blue Ridge Behavioral Healthcare, recommending Council's concurrence in the reappointment of Linda H. Bannister as an at-large member of the Blue Ridge Behavioral Healthcare Board of Directors, for a term commencing January 1, 2006, and ending December 31, 2008, was before the body.

Vice-Mayor Fitzpatrick moved that Council concur in the recommendation. The motion was seconded by Council Member Dowe and adopted by the following vote:

AYES: Council Members Dowe, Fitzpatrick, Lea, McDaniel, Wishneff, Cutler and Mayor Harris-----7.

NAYS: None-----0.

COMMITTEES-HOUSING/AUTHORITY: A communication from Sherman V. Burroughs, IV, tendering his resignation as a member of the Fair Housing Board, was before the Council.

Vice-Mayor Fitzpatrick moved that Council accept the resignation and receive and file the communication. The motion was seconded by Council Member Dowe and adopted by the following vote:

AYES: Council Members Dowe, Fitzpatrick, Lea, McDaniel, Wishneff, Cutler and Mayor Harris-----7.

NAYS: None-----0.

OATHS OF OFFICE-COMMITTEES-BUILDINGS/BUILDING DEPARTMENT-COMMITTEES-ROANOKE CIVIC CENTER: A report of qualification of the following persons, was before Council:

Reginald P. Church as a member of the New Construction Code, Board of Appeals, for a term ending September 30, 2010; and

John W. Elliott as a member of the Roanoke Civic Center Commission, for a term ending September 30, 2008.

Vice-Mayor Fitzpatrick moved that the report of qualification be received and filed. The motion was seconded by Council Member Dowe and adopted by the following vote:

AYES: Council Members Dowe, Fitzpatrick, Lea, McDaniel, Wishneff, Cutler and Mayor Harris-----7.

NAYS: None-----0.

REGULAR AGENDA

PUBLIC HEARINGS: NONE.

PETITIONS AND COMMUNICATIONS:

YOUTH-TEEN PREGNANCIES: Brooks Michael, Teen Pregnancy Prevention Coordinator, presented the following information on the Roanoke Teen Pregnancy Prevention Projects. (Virginia Department of Health Teen Pregnancy Prevention Project (TPPP).)

- Health Teen Pregnancy Prevention
 - Phase I of the VDH TPPI began in 1993 with the appropriation of \$600,000.00 in general funds for the purpose of establishing three pilot TPP programs.
 - In 1995, VDH obtained matching Federal dollars, establishing a fund of \$1.4 million for an additional four TPP sites in which Roanoke was one, making a total of seven TPP sites in Virginia.
 - In 2002-03, the Virginia TPPI lost 38 per cent funding and is now solely funded through TANF.

- **Roanoke's Success**

- Seven TPPP sites exist in Virginia. Of all seven sites, the Roanoke Health District has experienced the most significant decrease in its teen pregnancy rate, an average of 6.8 per cent decrease per year over the last nine years.
- The teen pregnancy rate for Roanoke City was 71.8 per 1,000 females in 1996; the 2004 rate is 39.4 per 1,000 females.
- The decrease from 2003 to 2004 was most significant in that the rates went down almost ten per cent in one year.
- Roanoke TPPP is the only TPPI site that has consistently evaluated program effectiveness which is due to the funding and support received by Roanoke City.

- **The Cost of Teen Pregnancy**

- The effect of teen pregnancy on Roanoke City can be viewed as having health, social and economic consequences that effect the entire community. Teen parents are more likely to:
 - Need public assistance
 - Never complete high school
 - Have fewer employment skills
 - Abuse and/or neglect their children
- Babies born to teen parents are at greater risk for:
 - Premature birth and low birth weight
 - Birth defects
 - Lower IQ
 - Learning and Emotional Disabilities
- Nationally, approximately \$7 billion are spent on the consequences of teen pregnancy.

- **Roanoke's Teen Pregnancy Prevention Program**

- **For Males Only (FMO)**

FMO is a curriculum-based program that empowers young males with the knowledge and skills to make responsible decisions.

FMO enrolls teenagers ages 12-19, and has been successfully used to educate young men in Roanoke since 1996.

Due to the local success of the FMO program, it is now being replicated in Norfolk, Virginia. The program is called Reducing Adolescent Pregnancy and is housed within the Norfolk Health Department.

98 per cent of participants were not involved in a pregnancy in 2004-2005. Participants were unanimous in feeling that the program should be expanded so that all male students could participate.

➤ Teen Outreach Program (TOP)

TOP is a nationally recognized model for providing a youth development approach to teen pregnancy prevention, highlighted as one of the most effective programs in the U. S. for teen pregnancy prevention by Dr. Douglas Kirby (Emergency Answers, Dr. D. Kirby 2001).

TOP is implemented in both schools and in after-school programs. TOP focuses on broader reasons why teens get pregnant or the cause of pregnancy such as disadvantaged families and communities, detachment from school, and lack of close relationships with parents or other caring adults.

Research suggests that teens who are doing well in school and have educational and career plans for the future are less likely to get pregnant or cause pregnancy.

98 per cent of participants were not involved in a pregnancy in 2004-2005.

➤ Roanoke Adolescent Health Partnership (RAHP)

RAHP provides access to health care and health education with the goal to reduce risk-taking behavior among Roanoke City teens.

RAHP provides comprehensive health care for teens including child care, family planning, immunizations, health education, sexually transmitted disease, and triage/walk-in services. These services are provided at two high school campuses and one school linked facility.

In 2004-2005, RAHP teen encounters totaled 5,291. 95.7 per cent of RAHP's family planning patients remained free of pregnancy.

DATA COMPARISON

2003 and 2004

Teen Pregnancy Rates per 1000 Females by Age

Commonwealth of Virginia Rate:

2002 - 27.6

2003 - 27.4

2004 - 26.5

Roanoke City

	2002	2003	2004
Overall:	54.5	48.9	39.4
Age > 15:	2.3	2	1.3
Age 15-17:	58.9	51.9	42.7
Age 18-19:	245.9	216.7	168.8

Roanoke County

	2002	2003	2004
Overall:	26.3	25.9	30.6
Age > 15:	2.4	2.4	1.7
Age 15-17:	27.7	27.5	30.9
Age 18-19:	84.7	83.6	101.2

In response to questions raised by Council Members, Ms. Michael advised that Roanoke City's rate for teen pregnancies is 39.4 per thousand compared to 26.5 for the Commonwealth of Virginia; the City of Roanoke ranked number one out of approximately 130 cities and counties ten years ago and currently ranks 24th; there is some interaction with Roanoke City Public Schools through health clinics at Patrick Henry High School, William Fleming High School and William Ruffner Middle School, and the Teen Outreach Program; the For Males Only program specifically focuses on boys at eight school sites and is a curriculum based program, which involves an adult male who talks with males between the ages of 12 to 19 with regard to making responsible decisions and self esteem issues and the program has proven to be successful.

Erica Witt, Youth Co-chair, Roanoke Area Youth Substance Abuse Coalition, Youth Vice-President for Community Voters Network of Virginia and Director of the Network Neighborhood Youth Office at Villages at Lincoln, reiterated that data indicates that youth in Roanoke City are involved in a series of risky behavior at alarming rates. She stated that her experience as a teen in Roanoke is that life can be dangerous and violent at times which can be witnessed at certain social events where teens engage in drugs and alcohol use and a party can rapidly erupt into violence when a peer arrives with a weapon and/or displays gang symbols. She called attention to the need for community involvement and advised that the community can help to build resilient youth through individual mentorship, community leaders can think first about youth when making decisions that affect all citizens, and any investment made by community leaders will create healthy youth development and lasting positive effects on the economy, on citizens and most importantly on the future of Roanoke's youth.

Vice-Mayor Fitzpatrick commended Ms. Michael on the quality of information contained in the report. He stated that teen pregnancy is not just a Roanoke City problem, but a regional, state and national problem, and asked that Council be kept informed of any actions that need to be taken and the time frame in which actions should be addressed.

Council Member Cutler concurred in the Vice-Mayor's remarks. He inquired if there is a plan of action with regard to what City Government and the School system can do to address the issue so that a specific set of statements can be developed that will become a part of the City's Comprehensive Plan and implemented by various divisions of City Government.

Ms. Michael responded that the Teen Pregnancy Council will continue to work with the City's Youth Planner and the Youth Commission on the youth portion of the Comprehensive Plan and through this process it is hoped that some of the more specific aspects of the data will be included.

Council Member Lea asked Ms. Witt to respond as to what the School Board could do that it is not currently being done to help resolve some of the school-related issues. Ms. Witt responded that more programs are needed that will draw young people away from selling and using drugs and committing crimes.

Mr. Lea called attention to the future Council/School Board Retreat scheduled to be held on Tuesday, January 2, 2006, and asked that the City Clerk communicate to the Clerk of the School Board a request for information regarding the use of drug dogs, in general, in the schools, how often are inspections held, are inspections announced or unannounced, etc. He concurred in the remarks of the Vice-Mayor that issues addressed by Ms. Michael are not just Roanoke City related, but regional in nature and it is hoped that the City will do everything possible to ensure a drug free environment in the City's educational system.

Council Member Dowe advised that the key is to listen to what Roanoke's youth are saying. He stated that the City of Roanoke's problems are not unlike those that other cities experience. He commended Roanoke's Youth Commission and advised that the youth component of the Comprehensive Plan and how the plan integrates into the City's Comprehensive Plan will be of monumental proportions.

Council Member Wishneff expressed appreciation to Ms. Michael for the quality of information contained in the report. He referred to \$200,000.00 identified in the report for a Teen Pregnancy Prevention Program and inquired if the matter should be referred to the Council's 2007 budget study for consideration. The City Manager advised that the item speaks to allocation of funds for a biannual survey and the issue of funding prevention programs will be best addressed in the Council's 2007 budget deliberations. She stated that

young people, led by a consultant, will identify specific youth needs and programs and the information could be used as a guiding element in the allocation of funds. She stated that the City may not be able to allocate \$200,000.00 in the first year, but could begin to look at youth prevention programs as an element of the City's annual budget process in much the same way that other elements of the Comprehensive Plan are used in an incremental approach, recognizing that when the Council deliberates the City's fiscal year budget, there will be numerous competing interests.

Council Member McDaniel advised that charts provided with the report contain averages of 10th and 12th grade students and 6th and 8th grade students, and inquired if the information could be broken down in order to review each year's responses as students grow older; whereupon, Ms. Michael responded in the affirmative.

Council Member McDaniel pointed out that the information contained in the report is serious in nature and it is hoped that all persons who are concerned about saving Victory Stadium will realize that what needs to be saved is Roanoke's youth, and the City of Roanoke has many important issues that should be addressed.

Ms. Michael advised that the Roanoke Pregnancy Prevention Planning Team would like to play an advisory role in the City's youth comprehensive planning process; and other Roanoke Valley jurisdictions have compiled similar youth risk data and surveys which will be included in a valley-wide report.

The Mayor expressed appreciation to Ms. Michael for an informative briefing.

COMMUNITY PLANNING: Dr. Mindy T. Fullilove, a professor of clinical psychiatry and public health at Columbia University, advised that for the past 13 years she has studied health problems related to the collapse of communities, and her research led to the publication of *Root Shock: How Tearing Up City Neighborhoods Hurts America and What We Can Do About It* in June 2004. She further advised that the book featured the story of urban renewal in the City of Roanoke as was related by local residents during her visits to the City between the period of 1995 and 2003; and based on her knowledge of Roanoke and her visits to many other cities, the current proposal to construct a Social Security Building on Henry Street runs against the evolving "best practice" for the following reasons:

1. Civic injuries require recognition and repair.
2. Repair requires the engagement of local residents with the planning process.
3. Repair requires reconnection of City parts.

She stated that the abovereferenced points argue against constructing the Social Security Building on Henry Street; other cities are building squares, cultural centers and other institutions that recognize the way of life that was destroyed by urban renewal and the current development of Henry Street is in that vein; the Social Security building will take up a great deal of space and detract from the sense of the area as a vibrant place that belongs to its neighborhood; the Social Security building does not have the support of area residents, nor do residents believe that they have been included in the process; the imposition of such a building on a neighborhood is a continuation of urban renewal, rather than a break with its destructive policies; the building will add to the impoverishment, ill health and alienation that were engendered by urban renewal; because of security requirements, the new building will impede the reconnection of the area to downtown Roanoke, which will ultimately undermine the vital flow that is needed to make downtown the bustling and attractive locale that it should be.

Dr. Fullilove advised that Roanoke has excellent features: a beautiful river, lovely downtown buildings, a town square, a historic stadium, and lovely parks; comprehensive, community-led planning can protect this great heritage and allow Roanoke to fulfill its potential as one of the most beautiful cities in America and the placement of the Social Security building is a key decision; careful placement of the building in a location that meets security standards and supports the vitality of neighborhoods and downtown will be a great boon to the City of Roanoke; incorrect placement of the building - on Henry Street for example - would undermine and impede the City's well-being; and the Gainsboro area is not the right location for the building, but with input by the citizens of the City of Roanoke, the right location can be found.

With regard to the Gainsboro neighborhood, a question was raised as to how "past ails" could be corrected; whereupon, Dr. Fullilove recommended a process of dialogue among planners, politicians, community residents and outside entities. She stated that the City of Roanoke has great institutions of higher education; Roanoke has many treasures, but those treasures are not tightly knit, therefore, understanding what Roanoke's unique treasures are and linking them together, which involves a process of bringing in planners and urban designers will, over a period of time, set the City in the right direction. In addition to the City Planning Department, she added that outsiders can be stimulating to help the City think in other directions, because local people tend to focus on local visions.

Dr. Fullilove advised that the following are key components to Gainsboro: the recognition that a mistake was made, inclusion by the City of the citizens of Gainsboro, and the opening of roads that will connect the Gainsboro community to the rest of the City. She stated that the widening of Wells Avenue

and Gainsboro Road has created a kind of thoroughfare which is not attractive to walking; grassy knolls exist on the side of Gainsboro Road but no houses face the street, therefore, the appearance is given of being in a kind of grassy tunnel that is not attractive to pedestrians for walking.

Question was raised with regard to the future Social Security building on Henry Street, and what can be done to recapture the historic character of the area; whereupon, Dr. Fullilove advised that there is time to pause and reflect on whether Henry Street is the right location for the Social Security building; and if the Social Security building is constructed, the real question becomes how to convince the people of Gainsboro that the City cares about them, or about their neighborhood. She referred to the widening of Wells Avenue and Gainsboro Road, and construction of the Coca-Cola Bottling Plant, all of which were projects that were imposed on the neighborhood and have not strengthened the neighborhood, therefore, there is a long history of urban renewal and the Social Security Administration Office building will become yet another example of urban renewal in the burden of history. She added that scholars who study these types of issues point out that if the policy is not broken by policy makers, injuries of the past will continue; therefore, construction of the Social Security building on Henry Street will deepen the crisis experienced by the City that was previously created by urban renewal.

Question was raised as to whether the structure itself or what goes on inside of a building helps to create synergy; whereupon, Dr. Fullilove advised that a building cannot be separated from what goes on inside and some buildings do more to help a neighborhood than others; and the issue with the Social Security building is that for Homeland Security reasons, the structure must occupy a considerable amount of space, and the building will alter traffic flow. She stated that if the City is trying to create a village center, a single building that will occupy an enormous amount of space is not the right way to go, and it would be preferable to construct smaller size buildings that will house a variety of uses as did Henry Street in the past. She added that there are issues with the scale of the building and security problems that go hand in hand with a Social Security building, therefore, the question becomes, where to locate sufficient space to construct the building. Secondly, she advised that there is already a fragile connection of Henry Street to downtown Roanoke; the Social Security building will disturb movement around Henry Street, and the connection of downtown Roanoke to Gainsboro will also be disturbed to the extent that Gainsboro will not play the role that it should in terms of supporting The Hotel Roanoke Conference Center and the downtown Roanoke area, therefore, the type of buildings that are constructed are critical to the Gainsboro community. She advised that as a visitor to the hotel proper, there is

no inviting place to walk from The Hotel Roanoke; if the Gainsboro area were re-animated as a small village center offering various types of shopping experiences, the Hotel would become a much more exciting place for visitors and would attract more visitors to the area by creating a kind of triangle with downtown Roanoke to the Farmers' Market. She stated that the Social Security building does nothing for the City in the proposed location on Henry Street, but whereas the building, if constructed in another location in the City of Roanoke, could help to energize the City.

Question was raised if the Social Security building is not constructed on the site, would it be preferable to leave the site undeveloped. Dr. Fullilove responded that the answer to the question is not inactivity, but slow activity. She stated that the City is proceeding in the right direction with the new apartments in the Norfolk Southern building, the Roanoke Higher Education Center, the culinary school and the Hotel Dumas, but the City should not plunge in another direction because of a need to fix the problem, or the mindset that buildings need to be constructed on the land. She encouraged the City of Roanoke to turn in a different direction from those urban renewal policies that wrecked the nation's cities many years ago toward the kind of organic development that is currently taking place in the City of Roanoke.

Ms. Evelyn D. Bethel, 35 Patton Avenue, N. E., extended heartfelt appreciation to Dr. Fullilove for her explanation as to why residents of Gainsboro are opposed to construction of the Social Security Office building on Henry Street. She stated that there are other locations within the City of Roanoke where the building would be better suited to serve the needs of 80 per cent of its clients who do not reside in the City of Roanoke. She added that Dr. Fullilove clearly explained the importance of Henry Street, not only to the Gainsboro community, but to the City as a whole; and if the Social Security Office building is constructed on Henry Street, streets will be closed, the building will be dark from Friday at 5:00 p.m., until Monday at 9:00 a.m., thus creating an imposing structure on Henry Street. She stated that Dr. Fullilove clearly explained why there is not an atmosphere conducive to walking in the Gainsboro area, because who would want to go past a building that takes up an entire street and alters traffic patterns, or visit the Dumas Hotel for entertainment, or walk past such an imposing structure to reach the Higher Education Center or the culinary school. For the above reasons, she asked that Council give further consideration to constructing the Social Security Administration Office building at another location.

There being no further questions or discussions, on behalf of the Council, the Mayor expressed appreciation to Dr. Fullilove for her presentation and presented her with a Roanoke Star paperweight.

BUDGET-CLERK OF COURTS: A communication from the Clerk of the Circuit Court advising that the Clerk is responsible, by statute, for the recordation of legal documents which include land records, marriage licenses, financing statements, assumed names, wills and other probate records, and Law, Chancery and Criminal orders; and the records must be maintained and available to the public, was before Council.

It was further advised that the Library of Virginia has awarded a grant, through the Virginia Circuit Court Records Preservation Program, for funds to have certain original paper Court records converted to both digital images and preservation microfilm; these records consist of indexes including, but not limited to deeds, orders, marriages and wills; records have no security backup at this time; and acceptance of the above referenced funds is vital to the Circuit Court Clerk's Office meeting mandated statutes.

The Clerk of Circuit Court recommended that she be authorized to execute the required grant agreement and any related documents, such agreement to be approved as to form by the City Attorney, to accept funds from the Library of Virginia in the amount of \$26,980.00; and that Council adopt a budget ordinance appropriating \$26,980.00 and establish a corresponding revenue estimate in the same amount in accounts to be established by the Director of Finance in the Grant Fund.

A communication from the City Manager concurring in the recommendation of the Clerk of Circuit Court, was also before the Council.

Council Member Dowe offered the following budget ordinance:

(#37242-112105) AN ORDINANCE appropriating funding from the Commonwealth of Virginia for the Virginia Circuit Court Records Preservation Program Grant, amending and reordaining certain sections of the 2005-2006 Grant Fund Appropriations, and dispensing with the second reading by title of this ordinance.

(For full text of ordinance, see Ordinance Book No. 70, page 63.)

Council Member Dowe moved the adoption of Ordinance No. 37242-112105. The motion was seconded by Vice-Mayor Fitzpatrick and adopted by the following vote:

AYES: Council Members Dowe, Fitzpatrick, Lea, McDaniel, Wishneff, Cutler and Mayor Harris-----7.

NAYS: None-----0.

Council Member Cutler offered the following resolution:

(#37243-112105) A RESOLUTION authorizing acceptance of funds from the Library of Virginia through the Virginia Circuit Court Records Preservation Program to the Clerk of the Circuit Court to provide for converting certain original paper Court records to both digital images and preservation microfilm, and authorizing the Clerk of the Circuit Court to execute any and all necessary documents to comply with the terms and conditions of such grant.

(For full text of resolution, see Resolution Book No. 70, page 63.)

Council Member Cutler moved the adoption of Resolution No. 37243-112105. The motion was seconded by Council Member McDaniel and adopted by the following vote:

AYES: Council Members Dowe, Fitzpatrick, Lea, McDaniel, Wishneff, Cutler and Mayor Harris-----7.

NAYS: None-----0.

REPORTS OF OFFICERS:

CITY MANAGER:

BRIEFINGS: NONE.

ITEMS RECOMMENDED FOR ACTION:

POLICE DEPARTMENT-BUDGET-GRANTS: The City Manager submitted a communication advising that the Office of Community Oriented Policing Services (COPS), under the U. S. Department of Justice, has awarded the City of Roanoke \$866,570.00 from the COPS Interoperable Communications Technology Program; funds are awarded to successful applicants for activities which improve interoperable communications technology in Virginia; and a local match, in the amount of \$288,857.00, is required and will be provided by the City's project partner, the Virginia State Police.

It was further advised that during the last decade, the Roanoke Metropolitan Service Area's (RMSA) governmental partners and public safety agency stakeholders worked to establish and improve interoperability throughout the region to better respond to emergency events, coordinate safety services at incident sites, build cooperative relationships among first responders, expand channels of communication, and prevent terrorist related attacks; however, there are still several areas within the RMSA where communication remains a problem; Craig, Botetourt, and Franklin Counties and the City of Salem are unable to communicate with the City of Roanoke and Roanoke County, even though only a few miles separate the agencies; and the RMSA consists of the following counties and cities (total population of approximately 301,000):

Botetourt County	(31,777)	Franklin County	(49,541)
City of Roanoke	(95,362)	Roanoke County	(87,679)
City of Salem	(24,347)	Town of Vinton	(7,782)
Craig County	(5,139)		

It was explained that the City of Roanoke was awarded grant funding and will serve as lead agency for implementation of a proposed MOTOBRIDGE IP technology project, which will allow continuous interoperable communications and data sharing in real time by all governmental and public safety agencies in the RMSA; and proposed MOTOBRIDGE IP technology will also support other regions of the state through mutual aid in the event of a major emergency (flooding, hurricanes and other natural disasters) and/or a terrorist incident in New York, Washington, D. C., or other population centers including the City of Roanoke or other Virginia cities, such as Richmond and Lynchburg.

The City Manager advised that the existing Statewide Agencies Radio System (STARS) network design for Virginia provides a single Radio Frequency (RF) dispatcher-to-dispatcher patch to each of the counties and independent cities of Virginia (coordinated by the Virginia State Police); the STARS network was originally intended to provide statewide interoperability for local government as the State/Virginia State Police completed the network throughout all seven divisions including Division 6 (includes the City of Roanoke, Roanoke County and other public safety agencies in the RMSA); however, with the advent of the new "MOTOBRIDGE IP" technology, a new strategy was adopted by Virginia to achieve regional and statewide communications interoperability; MOTOBRIDGE IP technology will be interfaced with the original STARS radio network, and MOTOBRIDGE IP equipment and software will essentially replace the existing RF system, thereby providing true interoperability; operation of the MOTOBRIDGE IP system, which will be completed by December 2006, will provide maximum multi-jurisdictional and multi-disciplinary connectivity, allowing for communications at the local, regional, state and federal levels and for future scalability; technology will also allow participating jurisdictions to communicate on the State's emergency communications network regardless of equipment and bandwidth used by the individual agency; and equipment purchased through the grant will allow cooperating agencies in the RMSA to purchase the necessary MOTOBRIDGE IP equipment modules to enable public safety agencies in the region full access to the proposed system's capabilities.

It was further advised that the proposed project will be implemented in conjunction with the statewide implementation plan; first phase state implementation will be completed in December 2006; and proposed implementation for the RMSA will begin in January 2006, to be completed in December 2006.

The City Manager recommended that Council accept the COPS Interoperability Communications Technology Grant and that she be authorized to execute grant agreements and any related documents, subject to approval as to form by the City Attorney; and that Council adopt a budget ordinance establishing a revenue estimate in the Grant Fund, in the amount of \$866,570.00, from the U. S. Department of Justice and \$288,857.00 from the Virginia State Police, and appropriate funds totaling \$1,155,427.00 in accounts to be established by the Director of Finance in the Grant Fund, as follows:

<u>Description</u>	<u>Object Code</u>	<u>Amount</u>
Fees for Professional Services	2010	\$ 276,604.00
Expendable Equipment	2035	54,994.00
Training & Development	2044	33,750.00
Furniture & Equipment	9005	254,889.00
Other Equipment	9015	<u>535,190.00</u>
Total		\$1,155,427.00

Council Member Cutler offered the following budget ordinance:

(#37244-112105) AN ORDINANCE appropriating funding from the Commonwealth of Virginia and Federal governments for the Community Oriented Policing Services (COPS) Interoperable Communications Technology Program Grant, amending and reordaining certain sections of the 2005-2006 Grant Fund Appropriations, and dispensing with the second reading by title of this ordinance.

(For full text of ordinance, see Ordinance Book No. 70, page 64.)

Council Member Cutler moved the adoption of Ordinance No. 37244-112105. The motion was seconded by Council Member McDaniel and adopted by the following vote:

AYES: Council Members Dowe, Fitzpatrick, Lea, McDaniel, Wishneff, Cutler and Mayor Harris-----7.

NAYS: None-----0.

Council Member Dowe offered the following resolution:

(#37245-112105) A RESOLUTION authorizing the acceptance of a COPS Interoperable Communications Technology Grant from the U. S. Department of Justice, and authorizing execution of any required documentation on behalf of the City.

(For full text of resolution, see Resolution Book No. 70, page 65.)

Council Member Dowe moved the adoption of Resolution No. 37245-112105. The motion was seconded by Vice-Mayor Fitzpatrick and adopted by the following vote:

AYES: Council Members Dowe, Fitzpatrick, Lea, McDaniel, Wishneff, Cutler and Mayor Harris-----7.

NAYS: None-----0.

POLICE DEPARTMENT-BUDGET-GRANTS: The City Manager submitted a communication advising that the Virginia Department of Motor Vehicles (DMV) is the administering agency for pass through funds provided by the United States Department of Transportation for highway safety projects in Virginia; and DMV offers the funds to successful applicants for activities which improve highway safety in Virginia.

It was further advised that the Roanoke Police Department was awarded grant funding in the amount of \$10,000.00 for overtime and related FICA expenditures associated with conducting selective enforcement activities which target speeding and motor vehicle occupant safety; and the grant period is from October 1, 2005 through September 30, 2006.

It was explained that in a separate award, the Roanoke Police Department was granted funding in the amount of \$15,000.00 to be used for overtime and related FICA expenditures associated with conducting enforcement activities which target Driving Under the Influence (DUI) and equipment purchases to enhance investigative abilities toward the crimes; and the grant period extends from October 1, 2005 through September 30, 2006.

The City Manager stated that there is a statistical correlation between levels of motor vehicle law enforcement and traffic accidents in the City of Roanoke; historically, speed and alcohol are factors in 17 per cent of Roanoke's motor vehicle accidents; and the programs will allow police officers to concentrate on alcohol impaired drivers and speeders at those times when such violations are most likely to occur.

The City Manager recommended that Council accept the Occupant Protection/Safety Restraint Grant and the Enhanced Impaired Driving Enforcement Grant and that she be authorized to execute grant agreements and any related documents, subject to approval as to form by the City Attorney; and that Council adopt a budget ordinance appropriating funds totaling \$25,000.00, as follows, and establish corresponding revenue estimates in accounts to be established by the Director of Finance in the Grant Fund:

Occupant Protection/Safety Restraint Grant:

Overtime	\$9,290.00
FICA	710.00

Enhanced Impaired Driving Enforcement Grant:

Overtime	\$11,148.00
FICA	852.00
Expendable Equipment	3,000.00

Vice-Mayor Fitzpatrick offered the following budget ordinance:

(#37246-112105) AN ORDINANCE appropriating funding from the Commonwealth of Virginia for the Occupant Protection/Safety Restraint and Enhanced Impaired Driving Enforcement Grants, amending and reordaining certain sections of the 2005-2006 Grant Fund Appropriations, and dispensing with the second reading by title of this ordinance.

(For full text of ordinance, see Ordinance Book No. 70, page 66.)

Vice-Mayor Fitzpatrick moved the adoption of Ordinance No. 37246-112105. The motion was seconded by Council Member McDaniel and adopted by the following vote:

AYES: Council Members Dowe, Fitzpatrick, Lea, McDaniel, Wishneff, Cutler and Mayor Harris-----7.

NAYS: None-----0.

Vice-Mayor Fitzpatrick offered the following resolution:

(#37247-112105) A RESOLUTION accepting the Occupant Protection/Safety Restraint and Enhanced Impaired Driving Enforcement Grant offer made to the City by the U. S. Department of Transportation and authorizing execution of any required documentation on behalf of the City.

(For full text of resolution, see Resolution Book No. 70, page 67.)

Vice-Mayor Fitzpatrick moved the adoption of Resolution No. 37247-112105. The motion was seconded by Council Member Dowe and adopted by the following vote:

AYES: Council Members Dowe, Fitzpatrick, Lea, McDaniel, Wishneff, Cutler and Mayor Harris-----7.

NAYS: None-----0.

BUDGET-HUMAN DEVELOPMENT-GRANTS-FDETC: The City Manager submitted a communication advising that the City of Roanoke is the grant recipient for Workforce Investment Act (WIA) funding, thus, Council must appropriate funds for all grants and other monies received in order for the Western Virginia Workforce Development Board to administer WIA programs; the Western Virginia Workforce Development Board administers the Federally funded Workforce Investment Act (WIA) for Area 3, which encompasses the Counties of Alleghany, Botetourt, Craig, Franklin and Roanoke, and the Cities of Covington, Roanoke, and Salem; and WIA funding is intended for four primary client populations:

- Dislocated workers who have been laid off from employment through no fault of their own;
- Economically disadvantaged individuals as determined by household income guidelines defined by the U. S. Department of Labor;
- Youth who are economically disadvantaged, or have other barriers to becoming successfully employed adults; and
- Businesses in need of employment and job training services.

It was further advised that the Western Virginia Workforce Development Board has received a Notice of Obligation (NOO) from the Virginia Employment Commission allocating \$106,889.00 for the Adult Program which serves economically disadvantaged adults and \$87,688.00 for the Dislocated Worker Program which serves workers laid off from employment through no fault of their own for Program Year 2005 (July 1, 2005 – June 30, 2007); and ten per cent of the aforementioned totals are to be allocated to the administrative function of the Western Virginia Workforce Development Board.

It was noted that existing activities will continue and planned programs will be implemented; and funds are available from the Grantor agency and other sources as indicated, at no additional cost to the City.

The City Manager recommended that Council accept Western Virginia Workforce Development Board Workforce Investment Act funding in the amount of \$194,577.00 for Program Year 2005; and adopt a budget ordinance appropriating Workforce Investment Act funds in accounts to be established by the Director of Finance and establishing corresponding revenue estimates in the Grant Fund.

Vice-Mayor Fitzpatrick offered the following budget ordinance:

(#37248-112105) AN ORDINANCE appropriating funding for the FY06 Workforce Investment Act Grant, amending and reordaining certain sections of the 2005-2006 Grant Fund Appropriations, and dispensing with the second reading by title of this ordinance.

(For full text of ordinance, see Ordinance Book No. 70, page 68.)

Vice-Mayor Fitzpatrick moved the adoption of Ordinance No. 37248-112105. The motion was seconded by Council Member Cutler.

In response to previous questions raised by Council Members with regard to diversity issues applicable to the Workforce Development Board of Directors, the City Manager advised that requests have been made of two jurisdictions to nominate persons to the Board that would lead to improved diversity of the organization and the Workforce Development Board.

There being no further questions or comments, Ordinance No. 37248-112105 was adopted by the following vote:

AYES: Council Members Dowe, Fitzpatrick, Lea, McDaniel, Wishneff, Cutler and Mayor Harris-----7.

NAYS: None-----0.

Vice-Mayor Fitzpatrick offered the following resolution:

(#37249-112105) A RESOLUTION accepting the Western Virginia Workforce Development Board Workforce Investment Act funding of \$194,577.00 for Program Year 2005 and authorizing the City Manager to execute the requisite documents necessary to accept the funding.

(For full text of resolution, see Resolution Book No. 70, page 69.)

Vice-Mayor Fitzpatrick moved the adoption of Resolution No. 37249-112105. The motion was seconded by Council Member Dowe and adopted by the following vote:

AYES: Council Members Dowe, Fitzpatrick, Lea, McDaniel, Wishneff, Cutler and Mayor Harris-----7.

NAYS: None-----0.

POLICE DEPARTMENT-CITY CODE: The City Manager submitted a communication advising that as a part of the overall effort toward increasing the quality of life for Roanoke residents, the Police Department has initiated numerous investigations into prostitution and related crimes; Section 15.2-908.1, Code of Virginia, 1950, as amended, enables the City to adopt an

ordinance to address the abatement of bawdy places; bawdy places are difficult to regulate largely due to the fact that these locations are most often inside and on private property; the Police Department's ability to combat these situations will be enhanced by adopting an ordinance that allows the City to require the owner to take corrective action; and if the property owner fails to take corrective action, the City may commence action to abate the bawdy place.

The City Manager recommended that Council, as permitted under Section 15.2-908.1, Code of Virginia, adopt an ordinance amending and re-ordaining the Code of the City of Roanoke (1979), as amended, by adding a new Article IX, "Abating Bawdy Places," to Chapter 21, "Offenses - Miscellaneous". She advised that recommended revisions will strengthen the City's ability to compel private property owners to abate the situations of bawdiness, or face possible corrective action by the City to abate the bawdy places.

Council Member Cutler offered the following ordinance:

(#37250-112105) AN ORDINANCE amending and reordaining the Code of the City of Roanoke (1979), as amended, by adding a new Article IX, Abating Bawdy Places to Chapter 21, Offenses - Miscellaneous, and dispensing with the second reading by title of this ordinance.

(For full text of ordinance, see Ordinance Book No. 70, page 70.)

Council Member Cutler moved the adoption of Ordinance No. 37250-112105. The motion was seconded by Council Member McDaniel.

Mr. Robert N. Richert, 415 Allison Avenue, S. W., advised that the triple crown of inner city social challenges include alcohol, illegal drug sales and consumption, and prostitution; and Old Southwest has a good handle on the issue of alcohol and is currently working with the Police Department on the issue of drug sales. However, he stated that the prostitution issue, which seems to defy control in that it moves from one location to another never disappears. He added that Old Southwest is in favor of holding property owners, who are frequently absentee property owners, responsible for harboring this type of activity, and asked that Council give favorable consideration to adoption of the proposed ordinance.

There being no further questions or comments, Ordinance No. 37250-112105 was adopted by the following vote:

AYES: Council Members Dowe, Fitzpatrick, Lea, McDaniel, Wishneff, Cutler and Mayor Harris-----7.

NAYS: None-----0.

BUDGET-ROANOKE PASSENGER STATION RENOVATION PROJECT: The City Manager submitted a communication advising that the O. Winston Link Museum of the History Museum & Historical Society of Western Virginia received notification in 2004 that an application for Transportation Enhancement funds through the Transportation Equity Act for the 21st Century (TEA-21) for the open storage component of the O. Winston Link Museum was approved by the Commonwealth Transportation Board in the amount of \$55,000.00; funds will be used to support design and construction of the Museum's open storage component, refurbishment of authentic station benches, and restoration and installation of N&W Passenger Station signs; the City of Roanoke must enter into separate agreements with the Museum and the Virginia Department of Transportation (VDOT) to define responsibilities of each party; authority for all agreements for the project was previously authorized by Council's action on October 17, 2005 (Resolution No. 37227-101705); the Museum would be responsible for the match requirement of \$13,750.00; and the \$55,000.00 of TEA-21 Enhancement funds needs to be appropriated (to be reimbursed by VDOT) to a new project account for disbursement to the Museum.

The City Manager recommended that Council adopt an ordinance appropriating \$55,000.00 of TEA-21 Enhancement funds to an account to be established by the Director of Finance entitled, "O. Winston Link Museum Open Storage" and establish a corresponding revenue estimate in the same amount for State reimbursement through the TEA-21 program in the Capital Projects Fund.

Vice-Mayor Fitzpatrick offered the following budget ordinance:

(#37251-112105) AN ORDINANCE to appropriate TEA-21 Enhancement Grant funding to be provided by VDOT for the O. Winston Link Museum, amending and reordaining certain sections of the 2005-2006 Capital Projects Fund Appropriations and dispensing with the second reading by title of this ordinance.

(For full text of ordinance, see Ordinance Book No. 70, page 73.)

Vice-Mayor Fitzpatrick moved the adoption of Ordinance No. 37251-112105. The motion was seconded by Council Member Dowe and adopted by the following vote:

AYES: Council Members Dowe, Fitzpatrick, Lea, McDaniel, Cutler and Mayor Harris-----6.

NAYS: None-----0.

(Council Member Wishneff abstained from voting.)

BUDGET-STATE HIGHWAYS-TOTAL ACTION AGAINST POVERTY: The City Manager submitted a communication advising that Total Action Against Poverty (TAP) received notification that it would receive additional Transportation Enhancement funds for the Hotel Dumas Artistic and Cultural Center project, in the amount of \$40,000.00, which is in addition to the \$150,000.00 in Enhancement funds that were approved in 2003, bringing the total to \$190,000.00; the City of Roanoke must enter into separate amended agreements with TAP and the Virginia Department of Transportation (VDOT) to define the responsibilities of each party; authority for all project agreements was previously authorized by Council's action on June 21, 2004 (Resolution No. 36734-062104); Total Action Against Poverty would be responsible for the match requirement of \$10,000.00; and the \$40,000.00 of Transportation Enhancement funds needs to be appropriated (to be reimbursed by VDOT) to Project Account No. 008-530-9825-9007 for disbursement to TAP.

The City Manager recommended that Council adopt a budget ordinance increasing the Dumas Center TEA-21 revenue estimate, Account No. 008-530-9825-9806, in the amount of \$40,000.00 and appropriating funds in the same amount to the Hotel Dumas Artistic and Cultural Center project, Account No. 008-530-9825-9007, for disbursement to TAP.

Vice-Mayor Fitzpatrick offered the following budget ordinance:

(#37252-112105) AN ORDINANCE to appropriate additional TEA-21 Enhancement Grant funding to be provided by VDOT for the Dumas Artistic and Cultural Center Project, amending and reordaining certain sections of the 2005-2006 Capital Projects Fund Appropriations and dispensing with the second reading by title of this ordinance.

(For full text of ordinance, see Ordinance Book No. 70, page 74.)

Vice-Mayor Fitzpatrick moved the adoption of Ordinance No. 37252-112105. The motion was seconded by Council Member Dowe and adopted by the following vote:

AYES: Council Members Dowe, Fitzpatrick, Lea, McDaniel, Wishneff, Cutler and Mayor Harris-----7.

NAYS: None-----0.

POLICE DEPARTMENT-BUDGET: The City Manager submitted a communication advising that in 1991, the Virginia General Assembly passed State legislation allowing local law enforcement to seize and have forfeited property connected with illegal narcotics distribution; the law also makes it possible for police departments to receive proceeds from forfeited properties; application for an equitable share of property seized by local law enforcement must be made to the Department of Criminal Justice Services, Forfeited Asset Sharing Program, and certified by the Chief of Police; property, including funds

shared with State and local agencies, may be used only for law enforcement purposes; program requirements mandate that funds be placed in an interest bearing account and that interest earned be used in accordance with program guidelines; and revenue totaling \$38,807.00 has been collected and is available for appropriation in the Grant Fund, Account Nos. 035-640-3302-3299 and 035-640-3302-3300.

It was further advised that drug and other undercover investigations extend past the normal work day/period, thus requiring overtime; however, funds for overtime through the General Fund has historically been underfunded for vice operations; and the abovereferenced State funds will be used to cover overages in overtime expenses for drug and other undercover activities.

The City Manager explained that in 1986, Congress authorized the transfer of certain Federally forfeited property to state and local law enforcement agencies that participated in the investigation and seizure of the property; application for an equitable share of property seized by local law enforcement must be made to the U. S. Department of Justice and certified by the City Attorney; the property, including funds shared with state and local agencies, may be used only for the purpose stated in the application, i.e., narcotics investigations related to law enforcement; and participation in Federally forfeited property enhances the effectiveness of narcotics investigations by providing necessary investigations equipment, investigative funds, and offsets costs that would otherwise have to be borne by the City's taxpayers.

It was advised that the Police Department receives funds periodically from the Federal Government's Asset Sharing program; grant requirements mandate that the funds be placed in an interest bearing account and that interest earned be used in accordance with program guidelines; revenue totaling \$956,309.00 has been collected and is available for appropriation in Grant Fund Account Nos. 035-640-3304-3305 and 035-640-3304-3306; and some intended uses for the Federal funds include:

- A & E funds for study of a new Police Academy;
- ITT Night Enforcer pocketscope;
- Ballistic vests w/trauma plate;
- Stinger spike strips;
- Riot helmets;
- Radar units;
- Furniture for police building; and
- Other items as needed.

The City Manager recommended that Council adopt a budget ordinance increasing Grant Fund revenue estimates and appropriating funds for the State Asset Sharing and Federal Forfeited Property Sharing grants, as follows:

Revenues:

State Asset Forfeiture - Interest	035-640-3302-3299	\$ 824.00
State Asset Forfeiture	035-640-3302-3300	37,983.00
Federal Forfeiture	035-640-3304-3305	952,621.00
Federal Forfeiture - Interest	035-640-3304-3306	3,688.00

Appropriations:

Overtime Wages	035-640-3302-1003	\$ 36,050.00
FICA	035-640-3302-1120	2,757.00
Investigations and Rewards	035-640-3304-2150	783,696.00
Fees for Professional Services	035-640-3304-2010	75,000.00
Other Equipment	035-640-3304-9015	97,613.00

Vice-Mayor Fitzpatrick offered the following budget ordinance:

(#37253-112105) AN ORDINANCE to appropriate funding for the State Asset Sharing Program and Federal Forfeited Property Grant, amending and reordaining certain sections of the 2005-2006 Capital Fund Appropriations and dispensing with the second reading by title of this ordinance.

(For full text of ordinance, see Ordinance Book No. 70, page 75.)

Vice-Mayor Fitzpatrick moved the adoption of Ordinance No. 37253-112105. The motion was seconded by Council Member Dowe and adopted by the following vote:

AYES: Council Members Dowe, Fitzpatrick, Lea, McDaniel, Wishneff, Cutler and Mayor Harris-----7.

NAYS: None-----0.

CITY EMPLOYEES: The City Manager submitted a communication advising that military leave at full pay is limited to 15 work days per Federal fiscal year for employees of the City of Roanoke who are military reservists or members of the national guard and are called to active duty; Council authorized Special Military Pay on November 5, 2001, and extended the provision annually thereafter to provide supplemental pay for military reservists/national guard called to active duty and service related to the war on terrorism, which action was effective through September 30, 2005, and benefited 15 City employees called from reserves/national guard to active duty; the 15 employees received a total of \$21,620.21 (during October 1, 2004 thru September 30, 2005) in supplemental pay as a result of Council's action; there are 31 reservists/national guard members in ten departments within the City of Roanoke full time employment; and one reservist was called to duty related to natural disasters in the Gulf States, but was not covered by the special pay.

The City Manager recommended that Council approve a special policy to pay military reservists/national guard who are called to active duty between October 1, 2005, and September 30, 2006, the difference between actual military base pay (including any other related compensation received from the military) and pay with the City of Roanoke in their current job; covered employees would be those reservists/national guard members who are called to active duty related to the country's war on terrorism or natural disaster relief, subsequent to the employee's employment with the City of Roanoke; and supplemental pay will be provided upon request and with necessary documentation provided to the Department of Human Resources.

Council Member Cutler offered the following resolution:

(#37254-112105) A RESOLUTION authorizing payment of supplementary compensation and restoration of certain benefits to employees who are called to active military duty and serve between October 1, 2005 and September 30, 2006.

(For full text of resolution, see Resolution Book No. 70, page 76.)

Council Member Cutler moved the adoption of Resolution No. 37254-112105. The motion was seconded by Council Member McDaniel and adopted by the following vote:

AYES: Council Members Dowe, Fitzpatrick, Lea, McDaniel, Wishneff, Cutler and Mayor Harris-----7.

NAYS: None-----0.

POLICE DEPARTMENT-ANIMALS/INSECTS: The City Manager submitted a communication advising that the SPCA has a need for a vehicle equipped to transport animals; and the Police Department, through the normal vehicle replacement program, is slated to turn in for disposal, upon delivery of a new vehicle, a 1998 Ford pickup equipped as an animal control vehicle that has mileage of over 86,300 and an estimated residual value of \$9,200.00.

The City Manager recommended that she be authorized to donate the vehicle to the SPCA to facilitate the proper continued care of animals seized in the City of Roanoke and surrounding areas.

Vice-Mayor Fitzpatrick offered the following resolution:

(#37255-112105) A RESOLUTION authorizing the City Manager to donate a 1998 Ford pickup truck equipped as an animal control vehicle to the Roanoke Valley Society for the Prevention of Cruelty to Animals, Inc. (RVSPCA).

(For full text of resolution, see Resolution Book No. 70, page 77.)

Vice-Mayor Fitzpatrick moved the adoption of Resolution No. 37255-112105. The motion was seconded by Council Member Dowe.

The City Manager was requested to report on the status of City of Roanoke vehicles that will be donated to Gulfport, Mississippi, Roanoke's sister city that sustained considerable damage as a result of hurricane activity, whereupon she advised that minor repairs have been completed on six vehicles that have been identified from a list of about 20 vehicles that will be provided to the Gulfport area; and transportation arrangements have been finalized. She stated that the firm of Dependable Auto Shippers will complete delivery of the vehicles by Saturday of this week; the City has been in regular contract with the Gulfport community, which at this point has not requested additional manpower assistance, but it is anticipated that at some point in the near future the City will be requested to dispatch employees, primarily in the Building Inspections area, to the Gulfport area for finite periods of time. She advised that Gulfport officials stated that their immediate needs include vehicular equipment, and pursuant to approval by Council, a 1991, 1995 and two 1996 vans, a 2000 Ford sedan, and a 1988 Chevy Blazer, all of which are in good operating condition, will be donated to the Gulfport, Mississippi community.

There being no further questions/comments, Resolution No. 37255-112105 was adopted by the following vote:

AYES: Council Members Dowe, Fitzpatrick, Lea, McDaniel, Wishneff, Cutler and Mayor Harris-----7.

NAYS: None-----0.

SCHOOLS-PARKS AND RECREATION: The City Manager submitted a communication advising that on February 5, 2001, pursuant to Resolution No. 35201-020501, Council authorized an agreement to operate a fitness center at Jackson Middle School for use by the general public, upon certain terms and conditions; Roanoke City Public Schools use the fitness room and equipment for physical education classes and sports conditioning; and the Department of Parks and Recreation operates the facility as a fitness center, open to the public during non-school hours.

It was further advised that subsequent to the original agreement, it has been deemed to be in the best interest of both parties to make several minor changes which include, but are not limited to, the term of the agreement, and terms of use; and copy of proposed Amendment No. 1, as approved by the School Board on November 8, 2005, was submitted for information and review.

The City Manager recommended that she be authorized to execute Amendment No. 1 to the Jackson Middle School Fitness Center agreement, such Amendment to be approved as to form by the City Attorney.

Council Member Dowe offered the following resolution:

(#37256-112105) A RESOLUTION authorizing the City Manager to execute Amendment No. 1 to an agreement dated January 9, 2001, between the Roanoke City School Board and the City of Roanoke, allowing the City to operate a fitness center at Jackson Middle School for use by the general public, upon certain terms and conditions.

(For full text of resolution, see Resolution Book No. 70, page 78.)

Council Member Dowe moved the adoption of Resolution No. 37256-112105. The motion was seconded by Vice-Mayor Fitzpatrick and adopted by the following vote:

AYES: Council Members Dowe, Fitzpatrick, Lea, McDaniel, Wishneff, Cutler and Mayor Harris-----7.

NAYS: None-----0.

REPORTS OF COMMITTEES:

COMMITTEES-LEGISLATION: Vice-Mayor Fitzpatrick, Chair, Legislative Committee, presented the City of Roanoke's 2006 Legislative Program.

He advised that on November 7, 2005, the Council's Legislative Committee met to review the proposed Program; and commends the Program to Council for approval; and the School Board's portion of the Program was approved by the Board at its meeting on November 8, 2005.

The following 2006 legislation is requested:

Public Safety. Section 15.2-906, Code of Virginia, authorizes localities to remove, repair or secure any building, wall or other structure which might endanger the public health or safety. However, this section prohibits localities from taking such action for at least 30 days following the "later of the return receipt [for mailed notices] or newspaper publication". The City requests an amendment to reduce the 30 days to seven days in those instances where a locality simply seeks to "secure" (board up, for example) a building, as opposed to removing or repairing it.

Historic Districts. The City requests legislation to amend §36-99, Code of Virginia, to authorize localities to require building permits for the installation of replacement siding, roofing and windows in buildings within historic districts. This will benefit the City's historic neighborhoods.

Energy Efficiency. The City requests a study to develop enabling legislation to authorize a real estate tax break for buildings constructed using "green building" or "sustainable" designs consistent with Leadership in Energy and Environmental Design (LEED) standards.

Trash Containers. The City requests that legislation be enacted enabling localities to assess civil penalties against those who fail to remove their trash containers from the street within the time period required (currently in the City, by 7:00 a.m. of the day following collection).

Agents for Rental Units. Section 55-218.1 of the Code of Virginia requires property owners who own four or more units in the Commonwealth of Virginia, but do not reside in the Commonwealth themselves, to maintain an agent who is a resident of the State. It is difficult to serve summons and other notices on property owners who do not live in the same locality, delaying action to address blight. The General Assembly is requested to amend this Code section to require that the property owner's leasing agent or representative operate in the same locality as the property or in an adjacent locality. The legislation could be limited to apply only in those localities, such as Roanoke, which have significant percentage of houses that are rented. In 2000, only 52 per cent of the housing in the City was owner-occupied.

Domestic Violence. The City requires that the Virginia Crime Commission consider recommending proposals to address domestic violence that would include: amending §9.1-116.1, Code of Virginia, which creates the Virginia Domestic Violence Victim Fund, in order to authorize the use of such fund to provide immediate assistance to victims of domestic violence; legislation to permit the victimless prosecution of domestic violence cases when a victim is uncooperative and sufficient evidence and/or supporting witnesses are otherwise available; enact sentencing guidelines that require a set fine and incarceration for domestic violence offenses, similar to DUI statutes; and legislation to prohibit the immediate release of domestic offenders, in order to prevent them from being able to immediately confront their victims, as often is the case.

Constitutional Amendment for Partial Tax Exemption. The General Assembly should approve an amendment to Article X, Section 6(a)(7)(h) of the Constitution of Virginia to provide authority for the passage of legislation authorizing localities to provide for a partial exemption from local real property taxation of new construction in conservation, redevelopment or rehabilitation areas. The Constitution already permits this for substantial renovation, rehabilitation and replacement of existing structures. This will benefit the City's neighborhoods. This passed in the 2005 General Assembly and must be approved again in 2006.

Other legislative priorities:

Support for Virginia First Cities Coalition Legislation. As a member of Virginia First Cities, a group of 15 of the State's older cities, Roanoke supports the broad legislative objectives of this coalition. The State should realign its policies and funding formulas to reduce disproportionate economic, fiscal and demographic stresses and disparities on Virginia's fiscally stressed cities. The State should actively promote conditions to encourage the economic health of cities through employment, neighborhood redevelopment and revitalization of commercial areas.

Additionally, the City supports First Cities' efforts to:

- Preserve local taxing authority.
- Fully fund the Standards of Quality.
- Add funds to programs that improve the educational attainment of at-risk students.
- Substantially increase State funds for public transportation.
- Increase enterprise zone funding.
- Support Housing Commission legislation that benefits cities.

Telecommunications Taxes: Some changes to the Commonwealth's telecommunications tax structure are necessary to address new and changing technologies. However, any proposed revisions must keep such taxes revenue neutral for the City.

Cable Television Franchise: The City supports competition in the provision of cable television service. However, the City prefers to negotiate the franchise agreements for all providers that best meet the needs of the community instead of a standardized statewide franchise.

Eminent Domain. The City opposes legislation that would further limit local eminent domain authority and notes that in the past ten years, the City has acquired property after filing eminent domain processings only five times. Two of these were for sewer easements, two for property for a pedestrian walkway, and one was for a power line extension.

Dangerous Animals. The City supports legislation that would strengthen laws pertaining to dangerous and vicious dogs. Among other things, such legislation should provide for more severe criminal penalties for owners of dogs declared dangerous that attack and seriously injure or kill a person.

Support for School Board Legislative Priorities. The City of Roanoke supports the School Board Legislative Program in its entirety and incorporates it into the City's Legislative Program.

Policy Positions:

State Support for Cultural Agencies and Activities. Institutions such as the Center in the Square and its constituent agencies, the Virginia Museum of Transportation and the Commonwealth Games all attract tourists to the region and help support the economy. City Council is appreciative of the legislature's partial funding of regional cultural institutions and regional events in previous years. The State is encouraged to develop a policy that ensures stable funding for these agencies. Additionally, a regional funding mechanism is needed to provide a source of funding for environmental, entertainment, and cultural assets. The City supports legislation that would allow for the development of funding from regional resources for cultural, historic, and recreation amenities such as a Blue Ridge Asset District.

Transportation (Including Mass Transit) Funding. Adequate funding, especially that for mass transit, is critical to keep Virginia's transportation system viable. In addressing transportation needs, the General Assembly should consider: adjusting fund sources such as the motor fuels tax to keep pace with inflation; imposing moderate increases in state transportation-related taxes and fees; authorizing the creation of regional transportation districts; seeking equity among various road users by ensuring that trucks pay their proportionate share of road costs and promoting mass transit solutions on a regional and statewide basis.

Mental Health Funding. The State should expand its scope of mental health services to include those with traumatic brain injuries. The State should provide additional funding to operate a comprehensive mental health facility in the western part of the State. Such facilities already operate in at least two other parts of the State, but not in the southwestern region of Virginia. The City supports line item funding in the State budget for "Brain Injury Services of Southwest Virginia". Additionally, special consideration should be given to meeting mental health needs that fall under the jurisdiction of the court system.

Standards for Adult Homes. The State should raise its standards for adult homes to more fully reflect the care needed for this population segment. Additionally, the State should improve funding for adult homes, particularly for indigent care.

Zoning Districts. Roanoke opposes any legislation that would restrict present land use powers of local governments to establish, modify and enforce zoning classifications. Local governments should remain free to adopt and enforce zoning changes that address local land use needs. The City opposes any legislation that would limit local government regulation of historic zoning districts and its ability to accept proffered conditions in rezonings that relate to building features and materials.

General Policy Considerations:

The Federal and State governments should recognize that local governments are the best vehicles for the delivery of many services to the public because local governments are closest to the people and the most responsive. Roanoke remains concerned with the cumulative effect of Federal and State legislative and regulatory mandates that have stressed the serious financial problems of local governments. It is essential that the State fully fund all State mandates, including public employee salaries.

Roanoke is vitally concerned over the continued erosion of local revenue sources. The General Assembly is urged to leave the taxing authority and revenue sources of local governments alone. Additionally, the State should pay a greater share of the costs of education and other essential services.

City Council calls upon the Governor and the General Assembly to develop an economic development strategy for the Commonwealth and its local governments. The strategy should include special programs for those areas west of the Blue Ridge Mountains and central cities across the Commonwealth. Tourism and convention activities that enhance the economic well being of the State and its political subdivisions should be recognized as legitimate components of economic development.

Vice-Mayor Fitzpatrick offered the following resolution:

(#37241-112105) A RESOLUTION adopting and endorsing a Legislative Program for the City to be presented to the City's delegation to the 2006 Session of the General Assembly.

(For full text of resolution, see Resolution Book No. 70, page 61.)

Vice-Mayor Fitzpatrick moved the adoption of Resolution No. 37241-112105. The motion was seconded by Council Member Cutler.

Robert N. Richert, Chair, Architectural Review Board, spoke in support of the 2006 City of Roanoke Legislative Program which is important to Roanoke's inner City. He also spoke in support of an item pertaining to the requirement to obtain a building permit for roofing, siding and windows in the historic districts, particularly in the H-2 District, and advised that over one half of enforcement issues that create concern with the City's inspection staff are related to these types of issues in the historic district. He stated that certain contractors and tradesmen know that they are prohibited from doing certain things in the historic district, but instead take advantage of uninformed citizens by starting a project knowing that City staff must stop work on the project while the affected property owner goes through the process of hearings before the Architectural Review Board. He expressed appreciation to Council for bringing the matter to the attention of the City's representatives to the General Assembly and offered the assistance of the Architectural Review Board in support of the proposed legislation.

Dr. Cutler advised that another example of tradesmen offering their services to citizens resulting in illegal actions relates to the tying of basement sump pumps to sewer systems, which must be discouraged in order to reduce infiltration and inflow problems associated with illegal connections of sump pumps and roof drains, etc., into the sewer system. He spoke in support of a new item of legislation that would request a study to develop enabling legislation to authorize a real estate tax break for buildings that are constructed using green building for sustainable designs consistent with leadership in energy and environmental design or LEED standards.

Council Member Wishneff introduced an item that was not previously included in the City's proposed 2006 Legislative Program with regard to the issue of advisory referenda. He advised that most cities in Virginia have the option for advisory referenda and there is strong support across the City of Roanoke for such legislation. He submitted copy of proposed legislation that was submitted to the General Assembly in 2005 by Senator John S. Edwards with the following revisions: a requirement for 20 per cent instead of ten per cent of registered voters and elimination of the automatic charter amendment provision.

Council Member Wishneff moved that the City's 2006 Legislative Program be amended to include the abovereferenced item relating to advisory referenda. The motion was seconded by Council Member Lea.

Council Member Dowe advised that having just received the information presented by Mr. Wishneff, he was not comfortable with voting on the issue until he had an opportunity for more in-depth review.

Vice-Mayor Fitzpatrick suggested that the issue of advisory referenda be referred to a special meeting of the Legislative Committee for review and discussion.

Council Member Lea advised that the issue of advisory referenda was discussed last year, therefore, it is not a new item that has been presented to the Council for discussion.

Council Members Cutler and McDaniel concurred in the remarks of the Vice-Mayor and Council Member Dowe.

The Mayor advised that the issue of advisory referenda has been discussed by the Council in the past and would give the City the authority, as a locality, to govern itself in a number of areas where the City is currently limited by Charter provisions.

Council Member Lea spoke in support of an item in the legislative program with regard to domestic violence which sends a message to Roanoke's citizens that the City of Roanoke is serious about domestic violence by encouraging sentencing guidelines that require a fine and incarceration for domestic violence offenses, similar to those of a DUI offense, and prohibiting the immediate release of domestic offenders in order to prevent them from immediately confronting their victims. He commended the City of Roanoke for being in the forefront to address this major problem in the community.

Council Member Lea called attention to a community forum on domestic violence that will be hosted by the City of Roanoke on November 29, 2005 from 6:00 to 8:00 p.m., at the Roanoke Civic Center, which will include round table discussions on domestic violence and members of the panel will include representatives of the Commonwealth Attorney's Office, law enforcement officials, representatives of victim advocacy groups, and medical services for victims.

Following further discussion, Council Members Wishneff and Lea agreed to withdraw their amendment to the motion with regard to including an item in the 2006 Legislative Program pertaining to advisory referenda, inasmuch as the Council was of the consensus that the matter would be referred to a special meeting of the Legislative Committee on Monday, December 5, 2005, for discussion by the Council.

There being no further questions/comments, Resolution No. 37241-112105 was adopted by the following vote:

AYES: Council Members Dowe, Fitzpatrick, Lea, McDaniel, Wishneff, Cutler and Mayor Harris-----7.

NAYS: None-----0.

BUDGET-SCHOOLS: A report from the Roanoke City School Board requesting appropriation of the following funds, was before Council.

- \$28,096.00 for the 2005-06 Title II, Part A (formerly Class Size Reduction Initiative and Eisenhower) to provide funds for the placement of classroom teachers in grades one through three throughout the district to reduce class size and to provide funds for teacher and principal training. This continuing program will be reimbursed 100 per cent by Federal funds.
- \$993,060.00 for the Teaching American History Grant. The program will raise student achievement by improving teachers' knowledge, understanding and appreciation of American History. The Schools will work cooperatively with the Center for Liberal Arts and the Virginia Center for Digital History at the University of Virginia and Virginia Tech to provide training to participants. This new program will be 100 per cent reimbursed by Federal funds.
- \$12,150.00 for the 2005-06 Race to GED Fast Track program. The funds will provide supplies, tuition, and instructors to increase participation in the GED examinations. This continuing program will be 100 per cent reimbursed by State funds.

A report of the Director of Finance recommending that Council concur in the request of the School Board was also before the body.

Council Member Cutler offered the following budget ordinance:

(#37257-112105) AN ORDINANCE to appropriate funding for the 2005-2006 Title II, Part A Program, Teaching American History Grant, and 2005-2006 Race to GED Program, amending and reordaining certain sections of the 2005-2006 School Fund Appropriations and dispensing with the second reading by title of this ordinance.

(For full text of ordinance, see Ordinance Book No. 70, page 78.)

Council Member Cutler moved the adoption of Ordinance No. 37257-112105. The motion was seconded by Council Member McDaniel and adopted by the following vote:

AYES: Council Members Dowe, Lea, McDaniel, Cutler and Vice-Mayor Fitzpatrick-----6.

NAYS: None-----0.

(Mayor Harris was out of the Council Chamber when the vote was recorded.)

UNFINISHED BUSINESS: NONE.

INTRODUCTION AND CONSIDERATION OF ORDINANCES AND RESOLUTIONS: NONE.

MOTIONS AND MISCELLANEOUS BUSINESS:

INQUIRIES AND/OR COMMENTS BY THE MAYOR AND MEMBERS OF COUNCIL:

CITY COUNCIL-CITY EMPLOYEES: Council Member Dowe inquired about the holiday schedule for City employees; whereupon, the City Manager advised that both Christmas Day and New Year's Day fall on a Sunday, therefore, City offices will be closed on the Monday following both holidays.

HOUSING/AUTHORITY-COMMUNITY PLANNING: Council Member Dowe inquired about the timetable for receipt of the Strategic Housing Initiative study; whereupon, the City Manager advised that the study will be presented to the City Planning Commission in November and a work session could be scheduled if Council would like to review the document prior to the Council's public hearing.

ARMORY/STADIUM: Council Member Wishneff advised that at the last Council meeting, several persons made reference to the fact that 90 per cent of events at Victory Stadium were generated by the two high schools; however, after checking the math, he reported that 65 per cent of events instead of 90 per cent were generated by the two high schools. More importantly, he stated that 85 per cent of projected revenue is derived from non high school events.

HEARING OF CITIZENS UPON PUBLIC MATTERS: The Mayor advised that Council sets this time as a priority for citizens to be heard and matters requiring referral to the City Manager will be referred immediately for response, recommendation or report to Council.

ARMORY/STADIUM: Mr. John Graybill, 2443 Tillett Road, S. W., advised that he attended a recent community meeting at Patrick Henry High School with regard to construction of an athletic field on the school campus and expressed concern that no City Council Members or School Board members were in attendance. He stated that Victory Stadium should be renovated and should continue to serve as a memorial to those persons who served their country in World War II.

COMPLAINTS-CITY EMPLOYEES: Mr. Dick Kepley, 550 Kepplewood Road, S. E., spoke in support of a stadium for all of the citizens of Roanoke and for future generations of Roanokers. He read the following excerpt from a communication from Richard A. Rife, Architect for the Patrick Henry High School renovation project: "Locating a stadium on each campus would delay construction until after the reconstruction of the two schools to be complete in 2009. It is hard to make economic sense out of the building of a stadium on each school campus. A high quality football stadium with 3,000 seats, toilets, concessions, locker rooms, parking, etc., will run in the neighborhood of \$3 million. Each school will have five or six home games per year, and it is hard to justify building duplicate stadiums for that level of use. While a stadium of this size would fit onto Fleming's campus, it would be a very awkward fit at Patrick Henry, and there would undoubtedly be opposition from adjacent homeowners. It is also questionable if the school's parking would be adequate for a football crowd; and the overflow crowd would likely find its way into the neighboring residential areas and cause problems. It is doubtful that a stadium at William Fleming surrounded by industrial, retail and multiple family use, would cause any neighborhood opposition. I suspect that the athletic directors at both high schools would be happy to share a football stadium as long as it was a high quality facility."

Mr. Kepley proposed that inasmuch as a majority of Council Members voted to promote a stadium at each high school, because City Council appoints members of the City Planning Commission and because the City Planning Commission is composed of persons with special interests, the Planning Commission should be excused from making decisions with regard to stadia at each of the two high schools.

ARMORY/STADIUM: Mr. Jim Fields, 17 Ridgecrest Road, Hardy, Virginia, advised that in the near future, the citizens of Roanoke will celebrate the 60th anniversary of Victory Stadium; therefore, he suggested that \$5 million be allocated to a stadium for William Fleming High School and that another \$5 million be set aside for renovation of Victory Stadium. He stated that Victory Stadium is an historic landmark that is important to a vast majority of the citizens of Roanoke and all citizens would win if Victory Stadium is renovated; i.e.: high school students would have a place to play football and other citizens would have a place to enjoy special events, such as July 4th activities that have become a tradition at Victory Stadium.

COMPLAINTS-CITY EMPLOYEES: Mr. Robert E. Gravely, 727 29th Street, N. W., spoke with regard to the rising cost of health care insurance for City employees, lack of affordable housing in the City of Roanoke, and other general concerns.

CITY MANAGER COMMENTS:

REFUSE COLLECTION-CITY EMPLOYEES: The City Manager advised that in view of the Thanksgiving holiday, solid waste will be collected one day in advance of the regular collection day which will enable City employees to observe four day break.

CELEBRATIONS: The City Manager advised that the Grandin Road Holiday Parade was held on Saturday, November 19, 2005.

At 4:40 p.m., the Mayor declared the Council meeting in recess to be reconvened at 7:00 p.m., in the City Council Chamber, Room 450, Noel C. Taylor Municipal Building.

At 7:00 p.m., on Monday, November 21, 2005, the Council meeting reconvened in the City Council Chamber, Room 450, Noel C. Taylor Municipal Building, 215 Church Avenue, S. W., City of Roanoke, Virginia, with Mayor C. Nelson Harris presiding.

PRESENT: Council Members Alfred T. Dowe, Jr., Beverly T. Fitzpatrick, Jr., Sherman P. Lea, Brenda L. McDaniel, Brian J. Wishneff, M. Rupert Cutler, and Mayor C. Nelson Harris-----7.

ABSENT: None-----0.

The Mayor declared the existence of a quorum.

OFFICERS PRESENT: Darlene L. Burcham, City Manager; William M. Hackworth, City Attorney; Jesse A. Hall, Director of Finance; and Mary F. Parker, City Clerk.

The invocation was delivered by Council Member Sherman P. Lea.

The Pledge of Allegiance to the Flag of the United States of America was led by Mayor Harris.

PRESENTATIONS AND ACKNOWLEDGEMENTS:

CITIZEN OF THE YEAR: The Mayor advised that he was pleased to announce that Nicholas F. Taubman was selected by the Members of Roanoke City Council as the City of Roanoke's 2005 Citizen of the Year; whereupon, he asked that Mr. and Mrs. Taubman join him at the lectern.

He advised that Mr. Taubman served as a member of Roanoke City Council from November 1975 to June 1978 and is the former CEO of Advance Stores; he was nominated by President George Bush to be the next U. S. Ambassador to Romania, and Mr. Taubman and his wife, Jenny, have a long history of charitable involvement in the Roanoke Valley.

Vice-Mayor Fitzpatrick offered the following resolution:

(#37240-112105) A RESOLUTION naming Nicholas F. Taubman as Roanoke's Citizen of the Year for the year 2005.

(For full text of resolution, see Resolution Book No. 70, page 60.)

Vice-Mayor Fitzpatrick moved the adoption of Resolution No. 37240-112105. The motion was seconded by Council Member Dowe and adopted by the following vote:

AYES: Council Members Dowe, Fitzpatrick, Lea, McDaniel, Wishneff, Cutler and Mayor Harris-----7.

NAYS: None-----0.

The Mayor presented Mr. Taubman with a ceremonial copy of the above referenced resolution, a personal plaque containing his photograph with the inscription "Nicholas F. Taubman - City of Roanoke 2005 Citizen of the Year"; and a Key to the City.

The Members of Council expressed appreciation to Mr. and Mrs. Taubman for their many contributions to the City of Roanoke.

Mr. Taubman expressed appreciation for the honor bestowed upon him by the City of Roanoke and advised that although he will reside in Romania for the foreseeable future, Roanoke will always be his home.

PUBLIC HEARINGS:

TAXES: Pursuant to instructions by the Council, the City Clerk having advertised a public hearing for Monday, November 21, 2005, at 7:00 p.m., or as soon thereafter as the matter may be heard, on the request of Kuumba Community Health & Wellness Center, Inc., for exemption of property located at 3716 Melrose Avenue, N. W., from real estate taxation, the matter was before the body.

Legal advertisement of the public hearing was published in *The Roanoke Times* on Friday, November 11, 2005.

The City Manager submitted a communication advising that the Kuumba Community Health & Wellness Center, Inc., recently purchased property described as Official Tax No. 2762101, located at 3716 Melrose Avenue, N. W., from the YMCA of Roanoke Valley; Kummmba's current facility is a leased modular unit which received exemption from personal property taxes, effective May 9, 2001; current plans are to construct a new, larger facility on the premises within the next year; the primary purpose of the Kuumba Community Health & Wellness Center, Inc., is to deliver primary health care that is affordable, high-quality, comprehensive in scope, and culturally sensitive to the citizens of Roanoke; Kuumba offers family medical care to all ages, with no restrictions on place of residence, income or insurance status; and annual taxes due for fiscal year 2005-2006 on the above referenced parcel of land is \$1,595.00 on an assessed value of \$131,800.00.

It was further advised that on May 19, 2003, Council approved a revised policy and procedure in connection with requests of non-profit organizations for tax exemption of certain property in the City, pursuant to Resolution No. 36331-051903, adopting the revised Process for Determination of Property Tax Exemption dated May 19, 2003, effective January 1, 2003; and Kuumba Community Health & Wellness Center, Inc., provided the necessary information as a result of adjustments made to the City's revised local policy prior to October 15, 2005, which was the deadline for applications for exemptions that would take effect on January 1, 2006.

The City Manager advised that according to the Office of the Commissioner of the Revenue, the loss of revenue to the City will be \$1,276.00 annually after a 20 per cent service charge is levied by the City in lieu of real estate taxes; the service charge will be \$319.00; the Commissioner of the Revenue has determined that the organization is currently not exempt from paying real estate taxes on property described as Official Tax No. 2762101 by classification or designation under the Code of Virginia; and the IRS recognizes Kuumba as a 501(c) 3 tax-exempt organization.

The City Manager recommended that Council authorize the request of Kuumba Community Health & Wellness Center, Inc., to be exempt from real estate property taxation, pursuant to Article X, Section 6(a)6 of the Constitution of Virginia, effective January 1, 2006, for property described as Official Tax No. 2762101, located at 3716 Melrose Avenue, N. W., if the organization agrees to pay the subject service charge by that date.

Vice-Mayor Fitzpatrick offered the following ordinance:

(#37258-112105) AN ORDINANCE exempting from real estate taxation certain property of the Kuumba Community Health & Wellness Center, Inc., located in the City of Roanoke, an organization devoted exclusively to charitable or benevolent purposes on a non-profit basis; providing for an effective date; and dispensing with the second reading by title of this ordinance.

(For full text of ordinance, see Ordinance Book No. 70, page 80.)

Vice-Mayor Fitzpatrick moved the adoption of Ordinance No. 37258-112105. The motion was seconded by Council Member Cutler.

The Mayor inquired if there were persons in attendance who would like to speak in connection with the public hearing. There being none, he declared the public hearing closed.

There being no questions and/or comments by Council, Ordinance No. 37258-112105 was adopted by the following vote:

AYES: Council Members Dowe, Fitzpatrick, Lea, McDaniel, Wishneff, Cutler and Mayor Harris-----7.

NAYS: None-----0.

ROANOKE VISION, COMPREHENSIVE DEVELOPMENT PLAN-COMMUNITY PLANNING: Pursuant to instructions by the Council, the City Clerk having advertised a public hearing for Monday, November 21, 2005, at 7:00 p.m., or as soon thereafter as the matter may be heard, on a proposal of the City of Roanoke to amend Vision 2001-2020, the City's Comprehensive Plan, to include the Garden City Neighborhood Plan, the matter was before the body.

Legal advertisement of the public hearing was published in *The Roanoke Times* on Friday, November 11, 2005.

The City Planning Commission submitted a written report advising that the Garden City neighborhood was annexed into the City of Roanoke in 1949; the area is bound by Mill Mountain and Riverland Road to the north, Yellow Mountain Road and the Blue Ridge Parkway to the west, and Roanoke County to the south and east; Garden City is a neighborhood geographically isolated from the rest of Roanoke as it lies in a valley between several mountains and is shielded from the City behind Mill Mountain; and staff noted the following issues in the Plan that need to be addressed:

Residential Development

- Controlling residential densities with appropriate zoning patterns.
- Appropriate development of vacant land.

Infrastructure

- Pedestrian access to Garden City Boulevard
- Traffic control at the intersection of Riverland Road/Bennington Street
- Flood prone properties
- Lack of public sewer service in some areas.

To address the above referenced issues, the Plan features the following priority recommendations:

- Change zoning patterns to better reflect the residential density patterns of the neighborhood and provide for a series of village center nodes along Garden City Boulevard.
- Preserve Mill Mountain, Roanoke Mountain, and other natural resources in the neighborhood.
- Storm Water Management
 - Complete the Capital Improvement Projects for the Garden City Flood Reduction Plan, which is the highest priority of the plan.
 - Complete the segment of the Roanoke River Flood Reduction Project between 9th Street, S. E. and the Wastewater Treatment Plant; and completion of this portion of the project should significantly reduce flooding along Garnard Branch and Gum Spring.
- Garden City Boulevard
 - Improve pedestrian access and design based on the following considerations:
 - Complete curb, gutter and sidewalk with lighting where physically feasible
 - Add bike lanes and/or a greenway route to connect the Mill Mountain Greenway to the Roanoke River Greenway

- Bennington and Riverland Road
 - Improve the intersection of Bennington Street and Riverland Road

The City Planning Commission recommended that Council approve the Garden City Neighborhood Plan for adoption as a component of Vision 2001-2020.

Vice-Mayor Fitzpatrick offered the following ordinance:

(#37259-112105) AN ORDINANCE approving the Garden City Neighborhood Plan, and amending Vision 2001 - 2020, the City's Comprehensive Plan, to include the Garden City Neighborhood Plan; and dispensing with the second reading of this ordinance by title.

(For full text of ordinance, see Ordinance Book No. 70, page 82.)

Vice-Mayor Fitzpatrick moved the adoption of Ordinance No. 37259-112105. The motion was seconded by Council Member Cutler.

The Mayor inquired if there were persons in attendance who would like to speak in connection with the public hearing. There being none, he declared the public hearing closed.

There being no questions and/or comments by the Council, Ordinance No. 37259-112105 was adopted by the following vote:

AYES: Council Members Dowe, Fitzpatrick, Lea, McDaniel, Wishneff, Cutler and Mayor Harris-----7.

NAYS: None-----0.

ZONING: Pursuant to instructions by the Council, the City Clerk having advertised a public hearing for Monday, November 21, 2005, at 7:00 p.m., or as soon thereafter as the matter may be heard, on a proposal of the City of Roanoke to amend the City Code to repeal Chapter 36.1 Zoning, and to adopt a new Zoning Ordinance, new Chapter 36.2, Zoning; and a proposal of the City of Roanoke to rezone all property in the City in order to implement new Chapter 36.2, Zoning, and Vision 2001-2020, the City's Comprehensive Plan, and to adopt new zoning maps, the matter was before the body.

Legal advertisement of the public hearing was published in *The Roanoke Times* on Tuesday, November 15, 2005.

The Mayor advised that the public hearing is the final or last step in what has been a long process; in July, 2002, a Citizens Steering Committee was appointed that consisted of a number of representatives of various boards and committees within the City and the community; the Citizens Committee worked from July 2002 until December, 2004, and devoted over 1500 hours to reviewing and deliberating the draft ordinance; approximately 39 work sessions were held to review over 1100 comments from the community; City staff conducted six open houses throughout the City, in addition to other meetings; and following a July 28 workshop, the City Planning Commission held 15 subsequent work sessions to address public comments on the proposed zoning ordinance. On behalf of the Council, the Mayor expressed appreciation to members of the Citizens Steering Committee, the City Planning Commission, citizens, and City staff, all of whom participated in the process of drafting a new zoning ordinance and zoning map for the City of Roanoke.

The Mayor stated that Council would not take official action this evening inasmuch as there were a number of unresolved issues, and tonight's session would involve citizen comments and concerns which would be referred to City staff for review and report to the Council. He noted that 52 persons had signed up to speak, each person would be allotted three minutes, however, if any person had written comments they would like to file with the City Clerk, their comments would be treated in the same manner as a verbal presentation.

The Mayor advised that the City Planning Commission has recommended adoption of new Chapter 36.2, Zoning, Code of the City of Roanoke (1979), as amended; and the rezoning of all property in the City in order to implement new Chapter 36.2, Zoning, and Vision 2001-2020, the City's Comprehensive Plan, as set forth on a map dated September 29, 2005.

(For full text, see reports on file in the City Clerk's Office.)

Council Member Dowe offered the following ordinance:

"AN ORDINANCE amending and reordaining the Code of the City of Roanoke (1979), as amended, by repealing Chapter 36.1, Zoning, consisting of §§36.1-1 through 36.1-730, and enacting Chapter 36.2, Zoning, consisting of §§36.2-1 through 36.2-840, and accompanying Appendices A, B, and C, such Chapter 36.2 being a comprehensive revision of the zoning regulations of the City; and dispensing with the second reading by title of this ordinance."

Council Member Dowe moved the adoption of the abovereferenced ordinance. The motion was seconded by Council Member Cutler.

The Mayor inquired if there were persons in attendance who would like to speak in connection with the public hearing; whereupon, the following persons addressed the Council:

G. Michael Pace, Attorney, spoke on behalf of five persons who own properties near the Roanoke Regional Airport that will be affected by the proposed Airport Development District; i.e.: Geoffrey Ottaway, A & M Enterprises, Calvin and Mary C. Powers, and N & W Investments. He stated that A & M Enterprises is the owner of seven properties which are proposed to be included in the AD District, one of which is an unimproved property at the corner of Aviation Drive and Municipal Road, property located at 1304 Municipal Road, an eight acre undeveloped parcel of land at Precision Circle, property located at 5568 Airport Road, and three parcels of land on Airport Road, 5550, 5536, and Airport Road undesignated. He advised that the property owned by Calvin and Mary C. Powers is described as Official Tax No. 6640102; and property owned by N & W Investments is located at 1305 Municipal Road. He stated that all of the above referenced properties are currently zoned LM, Light Manufacturing District under the current zoning ordinance; and 29 uses are permitted by right under the current zoning ordinance, 22 of which are not allowed under the proposed AD District in the new zoning ordinance. He further stated that the Airport Development District had its origin in a provision of the City's Comprehensive Plan, Vision 2000-2020, which established a policy for regulating uses around the Airport, particularly for limiting those uses for Airport related purposes; his clients and other persons who will speak this evening who own property around the Airport do not believe that there is sufficient justification for creating a special zoning district for property at or near the Airport, and question the policy on which the special zoning is based. In addition, he advised that the proposed uses in the AD District are too restrictive; not allowing the type of positive economic development that is permitted at virtually every other airport in the country does not make sense; for example, why would the City not promote and recruit the type of commercial uses that are currently located at the Corporate Research Center at the Blacksburg Airport? He stated that the current version of the proposed AD District ordinance does not permit, by right, laboratories for testing and research such as Johnson and Johnson or the Egg Factory; the proposed ordinance does not allow for general or professional offices unless they consist of 20,000 square feet or more, with a special exception from the Board of Zoning Appeals; and if offices of that size are required, they are virtually undevelopable. He pointed out that the proposed ordinance does not permit an electrical component assembly plant for wholesale distribution, or a manufacturing facility to support the type of research and development that would be expected to be generated by institutions like the Carilion Biomedical Institute, or those that are to be included at the new Riverside Park; the proposed ordinance does not include educational facilities that train knowledge workers or employees for companies that economic development dollars are meant to attract and retain; the new ordinance does not permit government offices, although the Airport itself is a government facility; and the ordinance

specifically allows certain types of government uses. He added that the only uses that are permitted by right under the proposed AD District are hotels, motels and restaurants, but those types of facilities will not locate at the Airport because they prefer I-581 and Valley View Mall; and car rental businesses, truck terminals, distribution centers, community gardens, military reserve, National Guard, Post Office, police, fire and rescue, governmental type uses, limousine services, taxi cab businesses, utility substations, and Airport related uses, which is a nebulous and undefined term as yet, are inapplicable to properties at or near the Airport. He asked the following question: What problem is the City trying to solve? He advised that if the City's goal is to reserve large undeveloped tracts of land, or tracts of land that include buildings that are at the end of their useful lives for some future undesignated Airport related use, he would propose that the City or the Airport Commission purchase the land at its current fair market value before the land is significantly devalued by what will be a drastic down zoning; and if the answer is to promote positive economic development activities in and around the Airport, the proposed ordinance strikes out. He called attention to two things that are wrong with the proposed ordinance: first, the ordinance does not allow the owners of properties currently zoned LM to develop, or to redevelop their properties for almost all of the commercial uses that they can currently place on the properties; the proposed I-1, Light Industrial District, under the proposed ordinance most closely resembles the current LM, Light Manufacturing District, zoning designation; and including the properties in the proposed AD District is a drastic down zoning that will have a tremendous adverse impact on the properties. Second, he stated that the ordinance will eliminate any remaining opportunity to use the Airport to promote economic development; the ordinance as written will not reverse development trends that have occurred over the past 25 years for lack of prior planning; and the ordinance will enable undeveloped parcels of land to remain hay fields, because proposed uses are not applicable to those types of property and will ensure that the owners of the properties will not commit the necessary capital to redevelop the buildings for modern uses of the type that the City should recruit and retain. He advised that to address and to alleviate numerous concerns with regard to the proposed ordinance, an option would be to not adopt the AD District as proposed; however, it is believed that there is significant justification for the AD District, and, at a minimum, the City should allow certain commercial or light industrial uses. He called attention to previous correspondence that was forwarded to the Council suggesting additional uses that should be included in the AD District; and other correspondence regarding the properties owned by A & M Enterprises, N & W Investments, and Mr. and Mrs. Calvin Powers which include moving I-1, Light Industrial Uses, into the AD District, in order to treat the properties more like their current LM zoning; secondly, to change certain definitional issues so that certain ambiguities are eliminated and to eliminate or to reduce restrictions on office uses; and to remove some of the properties from the AD zoning map, the original version of which included fewer properties than are currently included and some are not near or at the Airport, or near enough to the Airport that they should be included in the AD District.

Finally, he stated that the Roanoke Regional Airport is a regional facility and represents one of the most significant economic development assets of the Roanoke Valley; therefore, the Airport should not be misused by limiting uses of a commercial nature that could add economically to the City of Roanoke and to the greater region, but instead the Airport should be used to promote and to encourage business, research development and technological advances in and around the Airport so that the Roanoke Valley will remain competitive with airports in cities of its size.

(See communications on file in the City Clerk's Office.)

Edward A. Natt, Attorney, representing Mr. and Mrs. Frank Hylton, owners of property fronting on Challenger Avenue, Official Tax Nos. 7130102 and 7130103, consisting of approximately 28-30 acres, advised that the property has been zoned commercial for over 30 years, and inquired as to the City's rationale for reclassifying the property to Residential Single Family, R-5, when it is one of the largest pieces of undeveloped property in the City of Roanoke, fronting on a road that has as much, if not more, traffic volume than any other roadway in the City to allow for multi-family zoning. He stated that it does not make sense to provide access off of Daleton Boulevard, which is the property that extends to the rear; and approximately 170 residences generating about 850 vehicle trips per day on Daleton Boulevard cannot be accommodated, in addition to the volume of traffic that is generated by current residences of Daleton Boulevard. Secondly, he stated that the property is currently zoned commercial and there is no reason to change the zoning; therefore, the Hylton family requests that the property continue to be zoned commercial under the new zoning ordinance.

Mr. Natt addressed the concerns of PDJ Associates, owner of property proposed to be included in the proposed Airport Development District. He explained that the property is a developed parcel of land that is approaching the middle of its useful economic life, it is basically rental property, and if limitations are placed on the property, his client will be required to go through the matrix to special exceptions through the Board of Zoning Appeals because permitted uses today will be taken away under the proposed zoning. He stated that there are numerous uses in the Airport Development District for economic development which should be taken out of the special exception category and placed back in permitted uses by right. He spoke specifically to the 20,000 square foot office use limitation and advised that it would be difficult to find a client who desires 20,000 square feet of office space, and the property owner could not afford to break the property down into smaller components; therefore, the limitation for 20,000 square feet should be significantly reduced to 5,000 or 10,000 square feet if there is to be any type of limitation for the benefit of small companies that would like office space in close proximity to the Airport.

Mr. F. B. Webster Day, 1365 Hidden View Road, S. W., representing approximately 37 residents in the area of Hidden View Road near Sewell Lane, S. W., spoke specifically to property described as Official Tax No. 1360137, which is vacant property owned by the City of Roanoke that is, in effect, a neighborhood park or open space. He advised that under the proposed zoning, the property would be classified Resident Single-Family District, R-12, and referred to a petition signed by 37 persons requesting that the parcel of land be designated ROS, Recreation and Open Space District, in order to preserve the character of the neighborhood and to make it more difficult for a future Council to sell the property for development purposes.

Mr. Donald L. Hiemstra, 1506 Edmund Avenue, N. E., advised that his property is described as Official Tax Nos. 3210621 - 3210625, inclusive, and is currently zoned Light Manufacturing District. He requested that the lots be zoned Residential Mixed Density District, RM1, in order to enable the property to retain its existing residential use and afford the ability to expand his residence.

Beth Doughty, Executive Director, Roanoke Regional Chamber of Commerce, advised that business represents more than 50 per cent of total local revenue to the City of Roanoke, or about \$80 million in real money; in addition, business creates revenue from sales tax, food preparation tax, and business license tax, for another approximately \$40 million. Therefore, she advised that when the City hears from representatives of business, particularly those presenting concerns regarding the proposed Airport Development District, and representatives of Williamson Road businesses and the Roanoke Valley Home Builders Association and others, it is hoped that Council will take their specific concerns to heart as it relates to the future of the City of Roanoke because any unnecessary barriers and burdens on the ability of businesses to operate and to be creative in the future will harm the City's tax base and reduce much needed revenue. She added that the Chamber of Commerce is also concerned about the Airport Development District, about commercial sign portions of the proposed zoning ordinance, about CN zoning along Williamson Road, and other specific and excessive regulations pertaining to utilities, landscaping and planning documents. She advised that the Chamber supports the overall need to update the City's zoning ordinance, the Chamber of Commerce submitted comments more than a year ago on several components of the plan that members believed would place unnecessary burdens on business and was harmful to Roanoke's competitive position, some of which were addressed and some were not in the proposed zoning ordinance. She asked that Council take into consideration the concerns of business and how the proposed new zoning ordinance could affect Roanoke's future.

Dennis Cronk, representing A & M Enterprises and Hylton, Reed & Saker, advised that creating a new comprehensive zoning ordinance for the entire City of Roanoke is a monumental task, public input is important, and it is hoped that Council will carefully consider all public input. He stated that the financial impact to the City of Roanoke and to private property owners can be substantial and an effective economic development program is dependent on a quality land use plan and a business-friendly zoning ordinance. He addressed the proposed Airport Development District and advised that with a stated purpose to permit and to encourage development of uses dependent on or related to air transportation in and around the Airport, the Airport Development designation, as written, severely restricts how properties can be developed or redeveloped which constitutes a form of down zoning, drastically reduces property values and creates an approach that is inconsistent with how other properties have been treated in the overall comprehensive rezoning process. He stated that currently, a number of properties within the identified Airport Development District are ready for development and/or redevelopment due to their age and condition of the properties; and the purpose of the Airport Development classification severely limits the rights of property owners to identify future uses that will make productive use of their land and improvements. He advised that should the City of Roanoke or the Roanoke Regional Airport Commission deem it necessary to protect or to control land adjacent to the Airport, they should purchase the properties at a fair market value. He urged Council to consider eliminating the Airport Development District classification because permitted uses are too restrictive by limiting the use of properties to those uses that are, in large part, neither realistic nor feasible and will drastically reduce property values and severely hamper economic development efforts.

Mr. Cronk also referred to the Hylton property located on Route 460 which was previously addressed by Attorney Ed Natt and advised that from an economic development standpoint, it is important that the property be developed properly through sound planning. He stated that the land is a prime commercial property in the City of Roanoke; traffic issues can be addressed by VDOT and/or the City's Traffic Engineer, and the proposed classification would down zone the property and affect marketability of the property to potential developers. He added that if the property is zoned residential, it would be difficult to find a developer who would be willing to take a large residential property and turn it into commercial development due to the time and delays involved.

Paul Nordt, CEO and one of the owners of the John C. Nordt Company, 1420 Coulter Drive, N. W., addressed concerns with regard to the Airport Development District. He stated that the new zoning ordinance will have a detrimental effect on his business; until 25 years ago, the John C. Nordt Company was located in New Jersey; when there was a need to expand due to growth, the City of Roanoke contacted and recruited his company to relocate to Roanoke and promoted the current site which would provide manufacturing operation access to the Roanoke Regional Airport; and, in response to the City's

invitation, the business has been relocated to Roanoke where substantial sums of money has been invested in constructing a facility that was designed specifically for manufacturing. He stated that the company employs about 135 skilled workers, specializing in jewelry and industrial precious metal parts that are shipped all over the country, the proceeds from which generate funds that are returned to the Roanoke Valley and contribute to the local economy. He called attention to the challenges of operating a manufacturing company in the United States as they compete with off shore manufacturers, while attempting to remain agile and flexible and reacting quickly to changes and environments; therefore, restrictions under the Airport Development District will be detrimental to the flexibility of his business. He asked that the flexibility that is afforded to his business under the current Light Manufacturing District zoning classification not be taken away and specifically, that the property occupied by the John C. Nordt Company be classified in the Industrial District, I-1, category, or a similar zoning classification.

Donald Wetherington, Attorney, representing the John C. Nordt Company, advised that he represented the Company in the late 1970's when the business made the decision to relocate to Roanoke on the representation of City officials. He stated that the Airport Development District would undo an important part of what brought the John C. Nordt Company to Roanoke in the 1970's, which was an opportunity to construct a state-of-the-art manufacturing facility on Coulter Drive, which now contains in excess of 45,000 square feet of floor space on seven and one-half acres of land. He advised that since inception of the subdivision of the Coulter property, the land has been zoned manufacturing and to take away so many of the permitted uses and the versatility that was available to his client under a manufacturing classification minimizes the value of the Company and disrupts the very reason that the John C. Nordt Company made the decision to relocate to Roanoke. He stated that his second concern relates to the fact that the property is clearly a manufacturing facility; in March 2004, when it became apparent that the property would be slated for inclusion in the AD District, he visited with City Planning staff who understood that the property was a manufacturing facility, and until about two and one-half months ago, it was the understanding of his client that the property was designated as Industrial District, I-1, instead of Airport Development District; therefore, the easiest way to meet the needs of his client is to reclassify the property as Industrial District, I-1.

Paul Black, representing Branch Bank and Trust Company (BB&T), owner of three parcels of land on Coulter Drive, Official Tax Nos. 6630109-6630111, inclusive, reiterated the remarks of Mr. Pace and Mr. Cronk regarding concerns of property owners in the area of the proposed Airport Development District. He advised that BB&T presently operates an operation center, call center, training center, and offices located on Coulter Drive; BB&T has identified the abovereferenced tracts of land as potentially significant for its northern geographic footprint in the City of Roanoke which extends from the North Carolina line all the way north to Maryland. He stated that while the property

has the potential for expansion and creation of jobs, no definitive plans have been made for the site, however, proposed inclusion of the land in the Airport Development District severely restricts any potential for future development. He pointed out that no studies were conducted, nor was the proposed AD District modeled after another locality with a similar Airport Development District, but was created by the City's Zoning and Planning staff. Therefore, he suggested that the Airport Development District not be enacted, and requested that the abovereferenced property owned by BB&T be withdrawn and reclassified as I-1, Industrial District.

Mr. Sam Lionberger advised that his family owns and operates a facility at 3710 Tom Andrews Road, N. W., which is currently known as the Ice Station. Speaking as an individual with a major commitment to the success of Airport property, he expressed concern that the proposed Airport Development District zoning is too restrictive. He stated that it is unfortunately a fact that the Airport is not growing as it should, however, he asked that the City not take a step back by placing further restrictions on those businesses that are located at the Airport. He further stated that to enact the AD District zoning would cause devaluation of numerous Airport properties; when the property on Tom Andrews Road was purchased, the Lionberger family made the decision to purchase the more expensive land and to construct a generic type building in the event that the structure might be changed; and currently those uses as proposed are being severely restricted, which, in effect, will devalue the property. He spoke in support of I-1 zoning for the Airport, and advised that he would be willing to work with the Council and the City Planning Commission to reach a solution that enhances and does not inhibit the opportunity for Roanoke to have an Airport that will grow and prosper.

Eva Hughes, representing Loudon Avenue Christian Church, advised that in 2002, Trustees of Loudon Avenue Christian Church purchased three houses adjacent to the existing church structure; the houses were razed and leveled off with future plans to be used as a parking lot; and due to an increasing congregation, off street parking is now a necessity. She stated that the land on which the church is currently located is proposed to be zoned Institutional District, IN, under the proposed new zoning ordinance; however, the third lot is proposed to be zoned RM-2, Residential Mixed Density District; whereupon, she requested that the third lot also be designated Institutional zoning to conform with the other two lots.

Lucy Ellett, representing Valley Beautiful Foundation, a group whose purpose is the beautification of the Roanoke Valley, advised that Valley Beautiful has, for many years, advocated stronger tree ordinances for the City of Roanoke; therefore, the organization endorses the proposed new landscaping requirements which include tree canopy preservation requirements, and requirements for plantings in parking lots and along the perimeter of parking areas, façade plantings in residential areas, and other requirements. She added that over time, these strengthened regulations will make a huge difference in

the appearance of all areas of the City; and Valley Beautiful also endorses efforts to strengthen the sign ordinance as applied to both free mounted signage and building mounted signage and the prohibition of certain types of signs. She stated that well thought out signage requirements will help in the future to prevent jumbles of signs along major thoroughfares and entrances to the City; Valley Beautiful commends the recommendation regarding outdoor lighting which will help control glare spillover and light pollution by controlling aiming angles and location of outdoor lighting; and the requirement for placing utility lines underground in new developments is a welcome step toward improving community appearance. She added that representatives of Valley Beautiful have participated in neighborhood meetings and in City Planning Commission hearings regarding the ordinances, and agree that they will move the City toward more attractive neighborhoods and business areas, which, in turn, will boost economic development and quality of life in the Roanoke area.

Mr. William D. Bestpitch, 381 Washington Avenue, S. W., requested further consideration of regulations regarding the placement and maximum heights of fences on corner lots with two or more street frontages in residential zoning districts, as contained in the standards proposed in Section 36.2-410(b) Fences and Walls, of the proposed Zoning Ordinance. He stated that the proposed regulations do not recognize the difference between the appropriate heights for fences when dealing with principle front yards (which abut the primary entrance to a residence) and the yard which abuts a side elevation of a residence adjacent to the other street frontage. He added that fence heights should be allowed to be up to six feet in those areas between the building line and the street frontage when the frontage does not abut the primary entrance to the residence; therefore, he requested the favorable consideration of Council.

Bob Flynn, representing the Roanoke Regional Home Builders Association, and Chair of the Governmental Affairs Committee, advised that the Home Builders Association has a unique point of view regarding the zoning ordinance because the Association deals with every aspect of the document; therefore, it is very important that the ordinance be relatively easy to understand, to implement and to utilize. He stated that many of the components of the ordinance have been improved; however, there is a concern that the document remains significantly more complicated than the existing zoning ordinance and will restrict the ability of the business community to be creative. He explained that if one of the primary goals of the City is to promote development and growth, the Home Builders Association believes that the proposed ordinance does just the opposite in that it is an extremely complicated maze of regulations and restrictions which will consume an inordinate amount of time and money to comply, even at the concept plan level. With regard to particulars, he stated that the concerns of the Home Builders Association lie primarily with new landscape and submittal requirements which are so extreme in their reach and complexity that property owners are basically left with few choices regarding how to landscape their property; many of the submittal

requirements for basic and comprehensive development plans have little to do with actual building or development of property and are mostly informational in nature and should not be included on construction drawings, but submitted in text format and addenda, and many of the items required are currently available in public records. He added that a primary concern is that certain issues may arise that the ordinance cannot anticipate, and valuable parcels of land will emerge as not developable and such issues will invariably create conflicts that need to be resolved. He stated that the Board of Zoning Appeals was originally created to handle such matters, however, the Board's hands are tied by State Code and recent court decisions; therefore, it is requested that an administrative mechanism be created by which users of the ordinance may seek flexibility and compromise which can be addressed by creation of a committee within the Department of Planning, Building and Development that would be charged with the responsibility to hear cases submitted by land owners and developers who are having difficulty with implementing the ordinance. He explained that this approach would allow all affected parties to work together to reach a compromise; the committee would be composed of members of City staff, design professionals and members of the development and building community; the committee would also be empowered to create amendments to the ordinance that could quickly move through the approval process; the composition, duties and powers of the committee would be defined within the ordinance under Article 8; and the committee would greatly facilitate implementation of the zoning ordinance in years to come.

Wayne Dunman, Secretary, Church Board, First Church of the Nazarene, advised that the Church is in the process of acquiring and owns land containing less than one acre, more or less, located in the 600-800 blocks of Highland Avenue, S. E., Official Tax Nos. 4122510, 4122511, 4122512, 4122514, 4122515 and 4021836, which is currently zoned RM-1, and under the proposed zoning ordinance the property would be rezoned to Residential Multifamily District, RMF. He requested that the property be zoned Institutional District, rather than Residential Multi Family District, in order to be consistent with the intended use of the property and to further the intent and purpose of the Zoning Ordinance and the City's Comprehensive Plan.

Mr. John Gross, 936 Lee Lane, Fincastle, Virginia, spoke in support of provisions in the proposed zoning ordinance with regard to outdoor lighting. He requested a minor modification to Section 36.2-625(a)(3) with regard to shielded lighting which directs light toward the ground, by requiring that shielded lighting be turned up 45 degrees from the horizontal to allow a certain amount of light to be directed upward and some light will also spill over to adjacent property.

Ms. Alice Hincker, 4042 South Lake Drive, S. W., spoke with regard to a concern relating to the Greater Deyerle Neighborhood Plan which was adopted by Council and became a part of the City's Comprehensive Plan in 1990, but has not been used as a decision making tool relative to residential development

in the Greater Deyerle neighborhood. She stated that the Neighborhood Plan identifies specific neighborhood values and goals; i.e.: to maintain the existing residential character of the neighborhood; and many residents have multiple acre lots, with a typical lot consisting of one-half to one acre, thereby encouraging residential development which meets the neighborhood's goals, especially as it relates to open space and storm water management, and recreation and parks. She further stated that the neighborhood encourages the provision and protection of open space in new development and walking and jogging trails; and the Neighborhood Plan also refers to maintaining open space and protecting lakes and creeks in the floodplains. She read the following sentence from the Greater Deyerle Neighborhood Plan: "The Greater Deyerle neighborhood prides itself in its pastoral rural character with numerous lakes and abundant green space". She stated that four of the pastures and fields that are within one half mile of each other are now developed, and can hold up to 42 homes; 12 homes have been constructed on one of the streets, ten of which have been constructed on lots that are smaller than one-half acre, which is the typical size; and when it rains, water floods the property across the creek making the barn practically unusable. She added that Spring Valley Lake has 15 lots, and is composed of 36 acres under current zoning; the City could permit as many as 100 homes, and with one-half acre lots, there could be as many as 70 houses; and the proposed zoning ordinance will reduce the minimum lot area, therefore, the development trend will continue until the City of Roanoke uses the Greater Deyerle Neighborhood Plan as a guide to its decision making, or until the neighborhood runs out of land. She acknowledged that the City's Comprehensive Plan states that environmental elements of quality of life are critical amenities; and the Greater Deyerle Neighborhood Plan calls for maintaining open space and protecting and enhancing lakes, creeks, and floodplains. She expressed appreciation for the decision by Council to postpone action on the ordinance which will allow time to meet with City staff and to reach a consensus on how the City Code can be adjusted so that future decisions will be based on what is in the best interests of the neighborhood based on how the Greater Deyerle neighborhood defines the issue in the Greater Deyerle Neighborhood Plan.

Ms. Jo Wilson, 4107 Lake Drive, S. W., referred to a petition that was submitted to Council in 1995 with regard to issues associated with high density development downstream in the Greater Deyerle neighborhood. She stated that ten years ago, Timberlake Dam collapsed, two lives were lost, there was a huge economic impact, and no one was held liable because it was considered to be an act of God; whereupon, she inquired if it will take another tragedy to rethink the issue of high density development downstream. She stated that the Greater Deyerle area is located in an inundation zone, the State is reviewing policy regarding inundation zones, and requested that Council impose certain restrictions on development in the inundation zone.

Ms. Lisa Farthing, 4023 Lake Drive, S. W., spoke on behalf of residents of the Greater Deyerle neighborhood and requested that there be special considerations both above and below the dam. She advised that Spring Valley was built in 1960, the area was annexed to the City in 1977, it is a private area without water and sewer service or street lights, and residents fund the paving of roads and snow removal; however, the private road is an asset to the City of Roanoke not only for walking, biking and jogging, but building restrictions that apply to the private road provide the only measure currently in place to prevent high density development around the lake. She stated that protective building restrictions are needed for the area above the lake as well as below the lake; and in the drainage area of over 600 acres, the two lakes act as a retention basin for holding and providing flood storage which reduces the peak flow down stream from Cravins Creek and the Roanoke River. She stated that if floodplains require ordinances to reduce future development of dams, similar ordinances pertaining to the watershed above the dams should be demanded; capacity of the dams is defined as the water volume capacity impounded at the top of the dam; and if new impervious structures continue to multiply, the amount of water run off in the drainage area retention ponds will reach a capacity beyond the capacity of the dam itself. She asked that the City review and adopt procedures that would provide protective restrictions for the dam area.

Mr. Mike Najari, 90 Ferrum Forest Lane, Ferrum, Virginia, advised that he purchased property located at the corner of Elm Avenue, S. E., Official Tax Nos. 4020412 and 4020413, approximately two years ago when the property was zoned C-2, General Commercial District; however, under the proposed new zoning ordinance, the property will be zoned residential. He stated that he would prefer that the property continue to be zoned commercial, but if not, the site would be a good location for police, fire and emergency response facilities in view of its close proximity to I-581, or the land could be used by the City for green space.

Ms. Sheila J. Wright, 3951 Hershberger Road, N. W., referred to property she recently purchased located at 1314 Orange Avenue, N. W., Official Tax No. 2221905. She advised that the area presently consists of duplexes, converted residential homes that have been turned into duplexes, some of which are now boarded up and vacant. She stated that the proposed RM, Residential District zoning, is not a good classification for the neighborhood because businesses should be established in the area for economic development purposes and to raise property values.

Gene McGuire, Vice President, Berglund Chevrolet, advised that as the owner of several pieces of property along Williamson Road, Berglund Chevrolet has a vested interest in the matter. He questioned the rationale for the selection of certain of their properties to be zoned CG and CN, Commercial Districts, and referred to several lots on the south side of Noble Avenue, N. E., that were originally shown to be zoned CG and were subsequently changed to

CN without discussion with representatives of Berglund Chevrolet; other Berglund properties where CN has been arbitrarily assigned are the Towne Motel property across from Avendale Avenue and properties on the south side of Plantation Road at the intersection of Liberty Road. He requested that the zoning ordinance and zoning map be referred back to City staff to achieve a true consensus with owners of the properties and to use sound reasoning in the selection of CN and CG zoning of properties.

The Mayor referred to a communication from Greg Apostolou, President, Edmund H. Armentrout, Chair of the Zoning Committee, and Linda Plunkett, Executive Director, Williamson Road Area Business Association, advising that the problem with the proposed Zoning Ordinance is that City staff has set up the ordinance so that if one supports Commercial-General, CG, zoning, one must accommodate many more restrictions on how their property is developed, such as increased landscaping requirements, special exception zoning for many previously allowed uses, increased set backs from adjoining uses and more restrictions on parking. It was noted that if one supports Commercial-Neighborhood zoning, one has fewer restrictions on how one can develop their property, but the uses allowed are greatly diminished, so the trade-off is to take fewer development restrictions with fewer allowable uses, or to take more restrictions on development with more allowable uses. It was advised that in response to this unacceptable situation, the Williamson Road Area Business Association Board of Directors unanimously recommends the following:

1. The proposed zoning ordinance should be modified to allow for a new zoning category: Commercial - Williamson Road (CW)
2. In addition to rezoning all parcels of land on Williamson Road, which are currently proposed for CG or CN zoning as CW, two special nodes are identified for redevelopment; i.e.: the area around Williamson Road (CW)
3. WRABA supports Commercial-Large Site District (CLS) zoning for selected parcels of land on Williamson Road, such as Berglund Chevrolet and Civic Mall.

They advised that in the absence of a special zoning district for Williamson Road, the Williamson Road Area Business Association cannot support the proposed Zoning Ordinance.

Bill Tanger, representing the Roanoke Business Group, advised that there are numerous positive aspects to the proposed new zoning ordinance; i.e.: better tree coverage, a river and creek overlay; however, there are problems with regard to commercial activity/business activity, one being the CN, Commercial Districts designation and the other being the Airport Development District designation. He stated that neither City staff nor the City Planning Commission have enough of an understanding of business needs as it relates to

the CN District. He called attention to various problems associated with CG zoning which is similar to C-1 zoning under the current zoning ordinance; and CN zoning was not requested by the Williamson Road business community inasmuch as the proposed CN zoning will hurt commercial growth. Therefore, he requested that the CN zoning designation be given further review by City staff.

R. Craig Balzer and Kip Foster, representing Grandin Court Baptist Church, advised that the rezoning of Grandin Court Baptist Church excluded the following properties:

- Official Tax No. 1561028- new construction pending
- Official Tax No. 1561301 - Mission House
- Official Tax No. 1561315 - parking behind the Church
- Official Tax No. 1561317 - parking behind the Church
- Official Tax No. 1561002 - parking across the street from the Church

They stated that the above referenced property should be included as Church property and considered IN, Institutional District; and Grandin Court Baptist Church is currently working with Balzer and Associates to expand the Church facility using one of the properties for new construction, therefore, they requested that IN zoning be applied to all Church property prior to adoption of the new Zoning Ordinance and Zoning Map.

Chip Dicks, representing the Outdoor Advertising Association, advised that the City used an outstanding public input process that involved citizens, the City Planning Commission and City staff who are to be commended for their work on the new Zoning Ordinance and Zoning Map. On behalf of the Outdoor Advertising Association, he commended City staff and the City Planning Commission for addressing many of their concerns; however, he spoke to the three classifications of Commercial Districts, CN, CG and CLS. He stated that the Advertising Association understands why billboards are excluded from the CN district as a permitted use because Commercial General District is the "catch all" of commercial districts; however, his primary focus relates to the commercial large scale district and the reason why billboards are not a permitted use in the district which includes large parking areas and outdoor display of merchandise. He stated that current billboards will automatically become non-conforming uses with legal ramifications and requested that billboards be a permitted use in the CLS District as well as the CG District.

Mr. Bob Crawford, part owner of The Oakes on Thirlane Road adjacent to Roanoke Regional Airport, spoke with regard to the Airport Development District which was overly restrictive in its first draft version. He stated that the second draft was an improved version and demonstrated a clear effort on the part of the City Planning Commission to thoroughly address the issues and most of the needed changes inasmuch as there are far fewer restrictions in the second draft.

Mr. Pete Johnson, 1830 Arlington Road, S. W., expressed appreciation for community gardens and community markets that are permitted in the proposed new zoning ordinance. He stated that local food systems will become more important as energy costs increase. He encouraged Council to adopt the proposed new zoning ordinance and, more specifically, that position of the ordinance that pertains to a one acre tract of land that he owns on Grandin Road, S. W.

Kevin Earl, 529 Day Avenue, S. W., representing Old Southwest, Incorporated, expressed personal support and the support of the Old Southwest neighborhood with regard to the proposed new zoning ordinance which recognizes the unique development in Old Southwest.

Ms. Barbara N. Duerk, 2607 Rosalind Avenue, S. W., expressed appreciation to the City Planning Commission and to City Planning staff for the untold number of hours that they devoted to the new zoning ordinance. She addressed the importance of a new zoning ordinance to implement the City's Comprehensive Plan, and referred to the Second Economic Summit which was sponsored by the Roanoke Valley Regional Chamber of Commerce in which it was noted that green space/open space is important to the economic vitality of the community. Therefore, she expressed concern that the zoning of most parks adjacent to schools in the new Zoning Ordinance have been included in the Institutional Planned Unit Development District and suggested that the correct zoning for Roanoke's existing parks should be Recreation and Open Space District, ROS. She stated that if economic development is desired in the City of Roanoke, more of the color green should show on the City's zoning map by classifying existing parks as Recreation and Open Space District.

Mr. Robert N. Richert, 415 Allison Avenue, S. W., spoke as a representative of Old Southwest, and advised that adoption of a new zoning ordinance map will go a long way to encourage and to protect those citizens who wish to live in the City of Roanoke. He spoke with regard to concerns relating to town houses and row houses in the Residential Mixed Density District, RM-1, which should be 3500 square feet per unit, consistent with duplexes in the same district.

Ms. Evelyn D. Bethel, 35 Patton Avenue, N. E., raised a question with regard to the Gainsboro Neighborhood Plan; i.e.: the area of Fairfax Avenue and Fifth Street which was designated as a play area, and the Henry Street area which was designated as a village center. She stated that Gainsboro residents paid close attention to the process to ensure that the above referenced areas were included on the zoning map, but at some point during the process, the play area/village center concept was changed. She asked that Council pay close attention to those changes that have taken place during the zoning process and specifically to those in the Gainsboro neighborhood.

Mr. Tony Hairston, 1263 Tayloe Avenue, S. E., reiterated the comments of Ms. Bethel and stated that most of the changes in the Zoning Ordinance have occurred in the African-American community. He also referred to instances when the African-American community has been excluded from programs and/or projects that would benefit those persons living in the area, and stated that if Roanoke is to be a great city, the voices of all of its citizens should be taken seriously.

Mr. Robert Young, spoke with regard to property located at 210 Carver Avenue, N. E., which is proposed to be zoned Downtown District, D. He stated that the property is not located in the downtown area and therefore requested that Commercial zoning be applied to the property under the new zoning ordinance because commercial zoning is not as restrictive as downtown zoning. He also referred to property located in the 13th Street/Jamison Avenue, S. E., area that is currently zoned residential and requested that the property be zoned Commercial.

Liz Belcher, Roanoke Valley Greenway Coordinator, expressed appreciation for all of the effort that went into the new zoning ordinance, particularly inclusion of the floodplain and the River and Creek Corridors Overlay District and tree protection regulations. She stated that greenways are included as an allowed use in the River and Creek Corridors Overlay District, and requested that greenways also be included as an allowed use in the Floodplain Overlay District, which includes parks, picnic areas, and hiking trails. She referred to the remarks of a previous speaker that some of the City's parks are proposed to be zoned Institutional Planned Unit Development District instead of Recreation and Open Space District (ROS); there are several greenways in City parks that are not zoned ROS, such as Shrine Hill Park, the wooded area behind Patrick Henry High School between the track and the Shenandoah Life Insurance Company building, a section of Fishburn Park between the service road to James Madison Middle School and the park, a parcel of land behind Washington Park and Brown Robertson Park, and in downtown Roanoke. She called attention to greenways that were included in parks to provide the highest level of protection and expressed concern that greenways are not included as a category in the matrix; the category of parks is included, parks are allowed in five of the 21 districts, and greenways should be allowed in all of the districts, because greenways go through industrial and residential areas. She requested that greenways be added to the matrix as a permitted use in all districts.

Mr. Robert Howard, 4310 Cravens Creek Road, S. W., expressed concern with regard to over development in the Greater Deyerle neighborhood, and requested that the Recreation and Open Space District apply to the Spring Valley Lake area. He called attention to flooding issues and stated that restrictions along the floodplain are appropriate until a permanent solution can be found to address the issue.

Mr. John Bradshaw, 3132 Burnleigh Road, S. W., advised that those persons who have been involved in the zoning process over the past three years have tried to reach a good balance between economic development, residential usage, beautification, quality of life, and all other aspects that the citizens of Roanoke revealed to the steering committee. He urged Council to stay as close as possible to the document as submitted by the City Planning Commission and not rezone small parcels of land simply because an individual makes a request of the Council. He asked that Council not broaden the requirements relating to billboards unless and until more study has been given to the issue and spoke in support of tree disturbance requirements.

There being no further speakers, the Mayor declared the public hearing closed. He expressed appreciation to all speakers and again advised that no action would be taken by the Council this evening, and all questions, comments, and concerns would be referred to City staff for response.

Members of Council expressed appreciation to the Citizens Steering Committee, the City Planning Commission and City staff for their work on the proposed new zoning ordinance and zoning map.

Without objection by Council, the Mayor advised that ordinances enacting Chapter 36.2, Zoning, being a comprehensive revision of the City's zoning regulations and adopting a new zoning map would be tabled until the next regular meeting of Council on Monday, December 5, 2005, at 2:00 p.m.

HEARING OF CITIZENS UPON PUBLIC MATTERS: The Mayor advised that Council sets this time as a priority for citizens to be heard and matters requiring referral to the City Manager will be referred immediately for response, recommendation or report to Council.

POLICE DEPARTMENT-SEGREGATION/INTEGRATION: Mr. Tony Hairston, 1263 Tayloe Avenue, S. E., spoke with regard to alleged police brutality and racial profiling. He stated that an example of racial profiling occurs when a police officer singles out a person because of a scarf, or a headband that the person is wearing, specifically if the person is of African or African American decent. He expressed concern with regard to the way in which police officers carry out their jobs and an overall concern for living conditions in the City of Roanoke. He advised that he has personally experienced job discrimination and community discrimination. He stated that Roanoke's high schools are not up to date, text books are not current, some children come to school hungry and changes need to be made in the City of Roanoke.

ARMORY/STADIUM: Mr. Jim Fields, 17 Ridgecrest Road, Hardy, Virginia, spoke with regard to the renovation of Victory Stadium, and suggested establishment of a Victory Stadium Hall of Fame to recognize prominent persons who have played football at the facility and to provide a history of the stadium for present and future generations of Roanokers. He stated that according to the agreement with the Norfolk and Western Railway, who donated the property to the City of Roanoke, the land cannot be used for any purpose other than for a stadium, armory and sports complex. He advised that consultants have reported that Victory Stadium is structurally sound, therefore, he suggested that \$5 million be set aside for renovation of Victory Stadium which is an historic landmark and was constructed as a memorial to World War II veterans. He also suggested that the two high schools could use Victory Stadium, or a smaller stadium could be constructed at William Fleming High School.

COMPLAINTS: Mr. Robert E. Gravely, 727 29th Street, N. W., advised that Council's first responsibility is to the City's neighborhoods and then to the City's workforce. He stated the mail of Council Members is being tampered with by City staff, therefore, Council does not know everything that is going on in the City of Roanoke. He stated that the City needs to do a better job of marketing itself in order to attract more citizens and businesses by providing jobs that pay well which, in turn, will boost the City's economic growth. He further stated that City employees are also citizens and consumers and should receive fair wages for the work they do; more manpower is needed to address the maintenance needs of City facilities; and City workers are being misused and leaving their jobs which affects the City's growth and prosperity.

There being no further business, the Mayor declared the meeting adjourned at 9:50 p.m.

A P P R O V E D

ATTEST:

Mary F. Parker
City Clerk

C. Nelson Harris
Mayor

NOTICE:

**Minutes of
Monday, December 5, 2005, and Monday, December 19, 2005
were not available for scanning.**



Architectural Review Board
Board of Zoning Appeals
Planning Commission

CITY OF ROANOKE PLANNING BUILDING AND DEVELOPMENT

215 Church Avenue, S.W., Room 166
Roanoke, Virginia 24011
Telephone: (540) 853-1730 Fax: (540) 853-1230
E-mail: planning@ci.roanoke.va.us

February 6, 2006

Honorable C. Nelson Harris, Mayor
Honorable Beverly T. Fitzpatrick, Jr., Vice-Mayor
Honorable M. Rupert Cutler, Council Member
Honorable Alfred T. Dowe, Jr., Council Member
Honorable Brenda L. McDaniel, Council Member
Honorable Sherman Lea, Council Member
Honorable Brian J. Wishneff, Council Member

Dear Mayor Harris and Members of City Council:

Subject: 2005 Annual Report
Architectural Review Board

I am pleased to provide City Council with the following information on the Board's accomplishments and attendance last year.

Last year the Board met 12 times to consider 64 requests for Certificates of Appropriateness. Of these 64 requests, 54 were approved, five were denied, three were withdrawn, and two were continued. Of the five that were denied, two applicants appealed to City Council; one appeal was withdrawn and the other is pending. Sixteen items were located in the downtown H-1 District, while 48 were in the residential H-2 District. This is a 31% increase in activity from 2004. In addition, staff approved 52 Administrative Certificates of Appropriateness.

Major ARB activities during 2005:

- As a Certified Local Government (CLG) with the Department of Historic Resources (DHR), the City of Roanoke had direct support from the state and federal governments with grant money for historic preservation studies and for ARB training.
 1. Worked in coordination with DHR for the nomination of the Gainsboro Historic District to the National Register of Historic Places.

2. Staff and the Co-Chair received training through the National Alliance of Preservation Commissions. These workshops train local historic preservation commissioners and staff in community revitalization methods.
 3. Review and approve National Register nominations for the City of Roanoke.
- Continued the annual ARB Recognition Program for rehabilitation/design awards for City Council during National Historic Preservation Week. Four awards were given in May for exemplary projects undertaken in the H-1 and H-2 districts.
 - Continued annual spring mailings to all property owners in the historic districts and contractors in the Roanoke Valley to increase awareness of the historic districts. The Department of Real Estate Valuation also sends notices to all new property owners in the historic districts.
 - Continued the Design Assistance Review Committee comprised of two ARB members to review applications prior to the Board meetings. Two members and staff attend the monthly meetings, and notify the applicants of preliminary recommendations.
 - Continued annual in-house ARB workshops to improve the application process and Board meetings.

The Board's current initiatives:

- Review and update the H-2 Architectural Design Guidelines to incorporate information on new materials that were not available when the 1995 guidelines were written, delete out-dated information or materials, and to comply with new zoning restrictions from the recent adoption of the zoning ordinance.

A roster of meeting attendance, the status of Board members, and a list of Certificates of Appropriateness are attached for your information.

Sincerely,



Lora Katz, Chair
Architectural Review Board

cc: Darlene L. Burcham, City Manager
William M. Hackworth, City Attorney
Steven J. Talevi, Assistant City Attorney
Mary F. Parker, City Clerk
R. Brian Townsend, Director, Planning Building and Development
Anne S. Beckett, Agent, Architectural Review Board

CITY OF ROANOKE ARCHITECTURAL REVIEW BOARD

ANNUAL REPORT 2005

The Architectural Review Board is a 7-member, Council appointed Board. At least two members, but not more than three, shall be registered architects. Board members should have an interest or competence in, or knowledge of, historic preservation and the history of the city.

Board Membership 2005

Alison Blanton
Architectural Historian, Hill Studio

Barbara Botkin (appointed 2/04)
Architectural Designer, SFCS

Don Harwood
Architect, Hill Studio

Lora Katz (appointed 3/05)
Architect and Interior Designer, Partner, Katz+McConnel Associates

Robert Manetta (resigned 3/05)
Associate General Counsel, Carilion Health Systems

Robert Richert
Retired; participant in civic and neighborhood affairs

James Schlueter
Self-employed renovation contractor; knowledgeable in construction

Jon Stephenson
Architect, HSMM

ATTENDANCE 2005

Board Member	Attended
Alison Blanton	11 of 13 meetings
Barbara Botkin	10 of 13 meetings
Don Harwood	10 of 13 meetings
Lora Katz	8 of 10 meetings
Robert Manetta	3 of 3 meetings
Robert Richert	13 of 13 meetings
James Schlueter	12 of 13 meetings
Jon Stephenson	11 of 13 meetings

**Architectural Review Board
Approved Administrative Certificates of Appropriateness
2005**

CA No.	Date	Applicant	Location	District	Request
05-001S	1/10/05	Wayne and Brenda Witt	1717 Patterson, SW	H2	Chimney removal and concrete wall repair
05-002S	1/25/05	Milne Properties	425 Allison, SW	H2	Re-roofing
05-003S	2/1/05	Valerie Eagle and Terry Wayne Cundiff	601 Highland, SW	H2	Exterior improvements to rear of structure
05-004S	2/4/05	David Workman	609 Allison, SW	H2	Re-roofing
05-005S	2/4/05	Terry Vandelinde	1502 Franklin, SW	H2	Sign
05-006S	2/24/05	Gary Garst	1404 2 nd , SW	H2	Construction of porch roof
05-007S	2/24/05	Anthony Stout	1110 Campbell, SW	H2	Exterior modifications
05-008S	2/24/05	Gordon Johnson	407 Elm, SW	H2	Replacement windows
05-009S	2/24/05	Norman and Paula Prince	550 Mountain, SW	H2	Roof replacement and chimney re-pointing
05-010S	3/2/05	City of Roanoke	604 Walnut, SW	H2	Replacement gutters
05-011S	3/15/05	Dermatology of Roanoke, PC	1215 Third, SW	H2	New windows and aluminum frame on walls
05-012S	3/18/05	Mitchell R. Brewster	1407 Clarke, SW	H2	New windows and replacement of porch ceiling
05-013S	4/8/05	Patrick and Cara Kenney	382 Washington, SW	H2	Front porch roof and gutter repair
05-014S	4/8/05	Bishop Rev. Parris	716 5 th , SW	H2	Door replacement and plywood removal from windows

CA No	Date	Applicant	Location	District	Request
05-015S	4/8/05	Barbara and Doug Southard	618 Woods, SW	H2	Chimney removal
05-016S	4/15/05	David R. Tershak, Shenandoah Land Management, LLC	1101 1 st , SW	H2	Sign
05-017S	4/21/05	White Homes and Land, LLC	1610 Patterson, SW	H2	Restoration of porch, siding, windows, doors, roofs, and concrete pillars
05-018S	4/21/05	Valerie Eagle	601 Highland, SW	H2	Porch flooring, new steps, replacement wood slats and lattice
05-019S	4/21/05	Jim Thompson	546 Elm, SW	H2	Wood fence
05-020S	4/22/05	Abden Properties	402 Mountain, SW	H2	Replacement of stoop with decking
05-021S	5/19/05	Leslie and John Bernard, III	425 Walnut, SW	H2	Rear deck
05-022S	5/23/05	Patricia L. Shires	354 Albemarle, SW	H2	Fiberglass columns and replacement of porch flooring and gutters. Repair soffit and railings
05-023S	6/10/05	Jim Cornett	1402 3 rd , SW	H2	Sign
05-024S	6/21/05	April Elkin	618 Allison, SW	H2	Replacement of fence
05-025S	6/24/05	Community Housing Partners	1618 Patterson, SW	H2	Exterior repair
05-026S	6/24/05	Community Housing Partners	856 Marshall, SW	H2	Exterior repair
05-027S	6/24/05	Community Housing Partners	706 12 th , SW	H2	Exterior repair

CA No.	Date	Applicant	Location	District	Request
05-028S	6/30/05	Doug and Barbara Southard	618 Woods, SW	H2	Rear porch and new basement entrance
05-029S	6/30/05	Eric and Robin Salo	401/403 King George, SW	H2	Fence enclosure around patio
05-030S	7/14/05	Carol M. Swain	540 Day, SW	H2	Fence and roof replacement and exterior modifications
05-031S	7/29/05	Robert S. Knezovich	1122 2 nd , SW	H2	Installation of railing and porch gate
05-032S	8/2/05	Clarence Goldsborough	821 Ferdinand, SW	H2	Window replacement
05-033S	8/5/05	Robert E. Smith	810 Day, SW	H2	Fence replacement
05-034S	8/18/05	Thomas M. Harp	638 Marshall, SW	H2	Replace porch floor, column, and windows. Restore dormer siding
05-035S	8/23/05	Ryan and Andra Blatt	512 King George, SW	H2	4' fence
05-036S	9/7/05	Brian Sarll	821 Day, SW	H2	Removal of porch, installation of downspouts, and gutter and soffit repair
05-037S	9/9/05	Jack Helm	13/15 Albemarle, SW	H2	Window replacement and porch repair/replacement
05-038S	9/15/05	Trust House	404 Elm, SW	H2	Repair of mortar
05-039S	9/16/05	Sharon T. Conley-Edwards	610 Walnut, SW	H2	New brick pad and sidewalk
05-040S	9/27/05	J. Fuller Robinson, Jr.	1307 3 rd , SW	H2	Parking lot improvements and rear porch
05-041S	10/3/05	Phyllis Johnson	360 Mountain, SW	H2	Rear decks

CA No	Date	Applicant	Location	District	Request
05-042S	11/3/05	Shakie Macher	543 Elm, SW	H2	Rear deck modification
05-043S	11/3/05	James and Ann Haynes	511 Day, SW	H2	New gutters
05-044S	11/7/05	John Frantz	601 Wood, SW	H2	Rear fence
05-045S	11/9/05	Douglas Leftwich	832 Marshall, SW	H2	Window, soffit and siding replacement
05-046S	11/10/05	Robert Wells	383 Mountain, SW	H2	Restoration of front and side porches
05-047S	11/15/05	William Gall	515 Elm, SW	H2	Concrete patio
05-048S	11/21/05	Jeff Armstead	513 Allison, SW	H2	Exterior modifications in rear
05-049S	12/8/05	Derek S. Cooper	847 Marshall, SW	H2	Rear fence
05-050S	12/9/05	Community Properties	1358 Clarke, SW	H2	Window replacement/exterior renovations
05-051S	12/14/05	Mark Gibson	203 Albemarle, SW	H2	New parking spaces
05-052S	12/16/05	Sandra Stallings	614 Allison, SW	H2	Fence and gate

**Architectural Review Board
Certificates of Appropriateness
January 1- December 30, 2005**

CA No.	Date	Applicant	Location	District	Request	Action
05-001	1/13/05	Paul Altarez	314 Mountain, SW	H2	Side and rear window replacement	Approved
05-002	1/13/05	Shellco	216 Market, SE	H1	Sign	Approved
05-003	1/28/05	William D. Gall	536 Elm, SW	H2	Remove porch	Withdrawn
05-004	2/10/05	FOM Investments, LLC	346 Day, SW	H2	Two new front windows	Approved
05-005	2/10/05	Wayne Faddis (Dandelion Feet)	106/108 Church, SE	H1	New striped awning	Approved
05-006	2/10/05	Trust House	404 Elm, SW	H2	New sign	Withdrawn
05-007	3/10/05	Nathan and Briana Hudgins	643 Allison, SW	H2	New construction	Approved
05-008	3/10/05	Mark and Corinne Waller	647 Allison, SW	H2	New construction	Approved
05-009	3/10/05	444 Elm/808 5 th Street Associates	444 Elm, SW	H2	New front porch and sidewalks	Approved
05-010	4/14/05	VACO Properties	312 Market, SE	H1	New black awning	Approved
05-011	4/14/05	City of Roanoke	32 Market Square, SE	H1	20" width between seams on green metal roof	Approved
05-012	5/12/05	Roland Macher	502-504 Day, SW	H2	New rear deck and front handrails	Approved
05-013	6/9/05	Patrice Wilson	925 Ferdinand, SW	H2	New windows	Approved
05-014	6/9/05	Steve Muselwhite	109 Norfolk, SW	H1	New railings and signage	Approved
05-015	6/9/05	Frances Calloway	38 Gilmer, NE	H2	New handicap ramp	Approved
05-016	6/9/05	Sarah Rubush	362 Allison, SW	H2	New handicap ramp	Approved
05-017	6/9/05	Christy Craighead	606 Elm, SW	H2	New windows and front door	Approved

CA No	Date	Applicant	Location	District	Request	Action
05-018 05-019	6/9/05	Art Museum of Western Virginia	100 Salem, SE	H1	Demolition and new construction	Approved
05-020	7/14/05	SPS Enterprises, LLC	107 Campbell, SE	H1	New storefront design	Approved
05-021	7/14/05	Lenden A. Eakin	340 Day, SW	H2	New wheelchair ramp	Approved
05-022	7/14/05	Colonial Partners	202 Jefferson, SE	H1	Sign	Approved
05-023	7/14/05	Robert Glenn	102 Campbell, SW	H1	Exterior façade improvements, State and City Building	Approved
05-024	7/14/05	Art Museum of Western Virginia	110 Salem, SE	H1	Construction of new façade on Market, SE	Approved
05-025	8/11/05	SPS Enterprises, LLC	107 Campbell, SE	H1	New canvas awning	Approved
05-026	8/11/05	Lance Duncan	372 Albemarle, SW	H2	Exterior modifications	Approved
05-027	8/11/05	J. Fuller Robinson, Jr.	1307 3 rd , SW	H2	Window replacement	Approved
05-028	8/11/05	Jose Rangel	509 Mountain, SW	H2	New fence	Approved
05-029	8/11/05	444 Elm/808 5 th Street Associates	444 Elm, SW	H2	Brick pavers for parking area in rear	Approved
05-030	8/11/05	444 Elm Avenue Associates	440 Elm, SW	H2	Brick pavers and in parking area in rear	Approved
05-031	8/11/05	444 Elm/808 5 th Street Associates	808 5 th , SW	H2	Brick paved sidewalks and driveway	Approved
05-032	9/8/05	Jack and Betty Altizer	327 Albemarle, SW	H2	Carriage house renovation	Approved
05-033	9/8/05	Pepsi Bottling Group	129 Campbell, SE	H1	Moving Dr. Pepper Sign	Approved
05-034	9/8/05	H. M. Darby	366 Allison, SW	H2	New window	Approved

05-035	9/8/05	Stephen Musselwhite	129 Campbell, SE	H1	Sign	Approved
05-036	9/8/05	Darrell Craft	207 Albemarle, SW	H2	Sign	Approved
05-037	9/8/05	Robert Szathmary	123 Campbell, SE	H1	Sign	Approved
05-038	9/8/05	Talena and Adam Williams	440 Highland, SW	H2	New brick sidewalk	Approved
05-039	10/13/05	Steve Musselwhite	109 Norfolk, SW	H1	Exterior modifications	Approved
05-040	10/13/05	Geoff Straughn	429 Elm, SW	H2	Exterior modifications	Approved
05-041	10/13/05	Colonial Partners	204 Jefferson, SE	H1	Sign, entranceway	Approved
05-042	10/13/05	Winter Properties Partnership	Janette,	H2	New construction	Denied
05-043	10/13/05	RRHA	433 Day, SW	H2	Exterior renovations	Approved
05-044	11/10/05	Aaron Eanes	501 Janette, SW	H-2	Fence	Denied
05-045	11/10/05	Douglas Mark Arrington	371 Washington, SW	H2	Fence	Approved
05-046	11/10/05	Jack and Lois Trent	614 Walnut, SW	H2	New handrails	Approved
05-047	11/10/05	Clarence Hall	542 Mountain, SW	H2	New windows	Denied
05-048	11/10/05	Dan Flynn	1325 3 rd , SW	H2	Sign	Denied
05-049	11/10/05	M & M Gibson Enterprises	203 Albemarle, SW	H2	Demolition of breezeway	Approved
05-050	11/10/05	M & M Gibson Enterprises	203 Albemarle, SW	H2	Reconstruction of breezeway	Approved

05-051	11/10/05	Park Place Realtors	445 Elm, SW	H2	Demolition	Approved
05-052	11/10/05	Park Place Realtors	445 Elm, SW	H2	New parking area, entranceway	Approved
05-053	11/10/05	RRHA	411 Day, SW	H2	Exterior renovations	Approved
05-054	11/10/05	RRHA	415 Day, SW	H2	Exterior renovations	Approved
05-055	11/10/05	RRHA	419 Day, SW	H2	Exterior renovations	Approved
05-056	12/8/05	Robert Ruble	509 Allison, SW	H2	Modifications to rear porches	Denied
05-057	12/8/05	Dan Flynn	1325 3 rd , SW	H2	Sign	Approved
05-058	12/8/05	David Meador	1112 2 nd , SW	H2	New roof on carriage house	Approved
05-059	12/8/05	Richard Macher	450-546 Highland, SW	H2	New doors	Approved
05-060	12/8/05	Dawn Waters	377 Albemarle, SW	H2	Window replacement	Denied
05-061	12/8/05	RRHA	421 Day, SW	H2	Exterior renovations	Approved
05-062	12/8/05	RRHA	425 Day, SW	H2	Exterior renovations	Approved
05-063	12/8/05	RRHA	429 Day, SW	H2	Exterior renovations	Approved
05-064	12/8/05	Dominion Invest. Properties	1113 Franklin, SW	H2	Window replacement	Withdrawn



ROANOKE NEIGHBORHOOD ADVOCATES

Noel C. Taylor Municipal Building
215 Church Avenue, SW, Room 162
Roanoke, Virginia 24011
Phone: 540-853-5210
Fax: 540-853-6597
Email: neighborhoods@roanokegov.com

Members:

February 1, 2006

Sandra B. Kelly
Chair

Christy Williams
Vice-Chair

Cheryl D. Ramsey
Secretary

Shirley Bethel

Maureen P. Castern

Bob Caudle

John Griessmayer

Kathy Hill

Carol J. Jensen

Robin Murphy-Kelso

Clovis Rogers

Dear Mayor Harris and Members of City Council:

At the June 16, 2003, meeting of the Roanoke City Council, Resolution No. 36397-061603 was adopted authorizing reconstitution of the Roanoke Neighborhood Partnership Steering Committee as the Roanoke Neighborhood Advocates.

The measure provided that the Roanoke Neighborhood Advocates oversee the preparation of an annual State of the Neighborhoods report that meets the requirements of Action NH A10 and A11 of the City of Roanoke's *Vision 2001-2020 Comprehensive Plan*.

With the concurrence of Council, the Roanoke Neighborhood Advocates 2005 State of the Neighborhoods report is attached for your consideration.

Sincerely,

A handwritten signature in cursive script that reads "Sandra Kelly".

Sandra Kelly, Chair
Roanoke Neighborhood Advocates

ROANOKE NEIGHBORHOOD ADVOCATES

2005 State of Neighborhoods Report to City Council

The Roanoke Neighborhood Advocates Committee, established in August 2003 by Roanoke City Council, moved rapidly forward during the 2004-2005 period to better define ways in which it can meet its assigned mission. That mission, stated simply, is to improve communication between government and neighborhoods and to help improve neighborhoods.

Following is a summary of our year.

1. ACCOMPLISHMENTS:

Code Enforcement Priority

RNA chose Code Enforcement as its priority issue a year ago after polling neighborhood organizations. This year, we made progress on getting better Code Enforcement. Member Shirley Bethel, who is spearheading this effort, worked with the City Commonwealth's Attorney's office to put together a workshop on how a successful Code Enforcement works using speakers from the City of Norfolk.

The RNA handled reservations for the workshop, which drew representation from most city departments. The workshop was opened to neighboring governments and three sent representatives.

RNA and the Presidents' Council, which represents neighborhood organization leaders, have since voted to support a similar program for the City of Roanoke and will be active in those efforts to make this happen.

Improved Communications on Zoning Issues

Put in place a system whereby each RNA member receives copies of Board of Zoning requests that affect the neighborhoods that member is assigned as the contact; this means the RNA member can make certain the neighborhood residents are aware

Expanded Efforts to Encourage Citizen Communication

Two RNA members are working with the member councils at the Roanoke Redevelopment and Housing Authority sites to encourage public housing members to become involved with the neighborhood organizations in their area.

The RNA representatives have met with the member councils, and RNA has voted to occasionally take its meeting to the member council sites in 2006 to further encourage the public housing residents to become involved in the community at large.

Education of Committee Members

RNA members have been present at most major issue gatherings in the past year, from discussions about housing and retail development in South Roanoke and Southern Hills, proposed use for land near the Roanoke Regional Airport, to presentations on proposals for school stadiums and plans for a Social Security office in Gainsboro. All have proved educational and allowed RNA to have a better understanding of the communication challenges facing government and neighborhoods.

RNA also had three members at a statewide neighborhood conference, enabling the group to have more insight into programs in other communities. A member who helped recruit youth for the state meeting is searching for ways to get young people more involved with neighborhood groups.

The addition of two new members who are long-time neighborhood activists and another new member who lives downtown and can bring the downtown resident's viewpoint to the group further strengthens the RNA.

RNA members have reached out to neighborhood groups. This includes accompanying Housing and Neighborhood Services Coordinator Bob Clement on visits to several neighborhood groups on National Night Out in an effort to acquaint Crime Watch members with RNA; attending organizational meetings for new groups, such as that formed in Countryside, and attending neighborhood meetings.

An RNA member serves on the Gainsboro Steering Committee, and another continues to maintain contact with NNEO, a development corporation with considerable land holdings in the Gilmer neighborhood that is trying to redefine its role. RNA continues to work with this group to encourage it to keep the neighborhood informed of its development plans.

Oversaw Neighborhood Grants Program

RNA reviewed grant applications and awarded, with city staff, \$49,025 in grants to improve neighborhoods. The following organizations received grants: Hurt Park Neighborhood Alliance, \$2,500 to attend conferences; Loudon-Melrose Neighborhood Organization Inc., \$15,000 for rehabilitation and lead paint abatement and for conference attendance; Melrose-Rugby Neighborhood Forum Inc., \$4,200 to build and install a neighborhood sign and for several members to attend conferences and another \$3,500 to send a member who serves on the Neighborhoods in the United States (NUSA) board to the national meetings; Old Southwest Inc., \$5,000 for purchase and installation of automated phone safety watch neighborhood notification system; Wasena Neighborhood Forum, \$7,425 for purchase and planting of trees in Wasena Village Center and surrounding blocks; Greater Raleigh Court Civic League Inc., \$11,400 to rehabilitate the league-owned community center.

RNA is working with Housing and Neighborhood Services to determine ways to better share information gleaned at the grant-supported conference trips among neighborhoods that did not have representatives attending.

Support for Brownfields Grants

RNA worked with Housing and Neighborhood Services to support the department's grant proposal to EPA in which it seeks funds to assess and possibly clean up two Brownfield areas. RNA helped set up a meeting between neighborhood services and leaders from two neighborhoods where the Brownfields are located. RNA and the neighborhoods wrote letters of support for the proposal.

Contributions to Housing and Neighborhood Services Efforts

RNA members have contributed to the neighborhoods' newsletters, most recently on the grants program.

RNA members conducted the grant training for neighborhoods and attended the overall grants information sessions.

An RNA member is overseeing the grants application process working with city staff.

Resource Centers in Library

One of the more exciting projects RNA has been involved in is that of helping establish neighborhood information centers in three libraries, Gainsboro, Melrose and Jackson Park.

The effort, still in the design stage, has brought together Housing and Neighborhood Services, RNA and the Roanoke Public Libraries. The results will be to make information more available to citizens, both in digital form and in old fashioned displays.

Planning

RNA is submitting requests for funding through Housing and Neighborhood Services in the next budget year for workshops and publications that can strengthen neighborhood groups. One such workshop will provide information for groups that want to become 501-C 3 organizations.

RNA also plans neighborhood tours in May to show off what is being done and to acquaint residents of all parts of the city.

2. What we need to work on:

Establishing and/or reinforcing neighborhood groups

Efforts to set up a neighborhood organization in the Gilmer area have not been successful, but the meetings held for that purpose did allow residents to hear about the city's new zoning ordinance and hear from Roanoke Redevelopment and Housing about the changes in a Gateway project there. Without RNA efforts, there would have been no citizen forum for this information.

Membership

RNA's membership now stands at 11, which means we have two vacancies. The RNA has never had a full participating membership, but the movement in and out of the committee has resulted in a strong core group of people dedicated to the committee's mission. We encourage Council members to tell their acquaintances about the committee.

RNA would like to thank council for the opportunity to work with neighborhoods and with Housing and Neighborhood Services. RNA members are delighted at the arrival of Director of Housing and Neighborhood Services Ford Weber, and we continue to appreciate the city staff that helps us, especially Coordinator Bob Clement.

Respectfully submitted by Sandra Kelly, Chair, on behalf of all
Members of the Roanoke Neighborhood Advocates
January 17, 2006

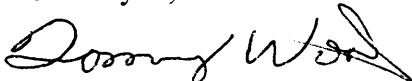
Tommy Wood
2020 Mountain View Road
Vinton, Va. 24179

Office of City Clerk
215 Church Avenue, S.W. Room 456
Roanoke, Virginia 24011-1536

To whom it may concern,

I Tommy Wood will not be able to serve the rest of my term on the Roanoke City Towing Advisory Board. Would you please let all interested departments aware of this change.

Thank you,


Tommy Wood



CITY OF ROANOKE OFFICE OF THE CITY MANAGER

Noel C. Taylor Municipal Building
215 Church Avenue, S.W., Room 364

Roanoke, Virginia 24011-1591

Telephone: (540) 853-2333

Fax: (540) 853-1138

City Web: www.roanokeva.gov

February 6, 2006

Honorable C. Nelson Harris, Mayor
Honorable Beverly T. Fitzpatrick, Jr., Vice Mayor
Honorable M. Rupert Cutler, Council Member
Honorable Alfred T. Dowe, Jr., Council Member
Honorable Sherman P. Lea, Council Member
Honorable Brenda L. McDaniel, Council Member
Honorable Brian J. Wishneff, Council Member

Dear Mayor Harris and Members of Council:

Subject: Request to Schedule a Public
Hearing

Background:

Juan E. Garcia, dba Paradiso Cuban Restaurant, has requested a lease for 190 square feet of space located in the City Market Building at 32 Market Square, Roanoke, Virginia 24011. The lease term requested is for a three-year period. A public hearing is required to consider this lease term.

Recommended Action:

Authorize the scheduling and advertising of this matter for a public hearing on February 21, 2006.

Respectfully submitted,

A handwritten signature in cursive script, reading "Darlene L. Burcham".

Darlene L. Burcham
City Manager

DLB:lpp

c: Mary F. Parker, City Clerk
William M. Hackworth, City Attorney
Jesse A. Hall, Director of Finance

CM06-00018



CITY OF ROANOKE

OFFICE OF THE CITY MANAGER

Noel C. Taylor Municipal Building
215 Church Avenue, S.W., Room 364
Roanoke, Virginia 24011-1591

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City Web: www.roanokeva.gov

February 6, 2006

Honorable C. Nelson Harris, Mayor, and Members of City Council
Roanoke, Virginia

Dear Mayor Harris and Members of Council:

Subject: Request to Schedule a Public
hearing CM06-00022

This is to request space on Council's regular agenda for a report on the above
referenced subject.

Respectfully submitted,

A handwritten signature in black ink, reading "Darlene L. Burcham".

Darlene L. Burcham
City Manager

DLB:sm

c: City Attorney
City Clerk
Director of Finance



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February 6, 2006

Honorable C. Nelson Harris, Mayor, and Members of City Council
Roanoke, Virginia

Dear Mayor Harris and Members of Council:

Subject: Designation of Coordinator of
Emergency Management
CM06-00021

This is to request space on Council's regular agenda for a report on the above referenced subject.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Darlene L. Burcham".

Darlene L. Burcham
City Manager

DLB:sm

c: City Attorney
City Clerk
Director of Finance



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OFFICE OF THE CITY MANAGER

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February 6, 2006

Honorable C. Nelson Harris, Mayor
Honorable Beverly T. Fitzpatrick, Jr., Vice Mayor
Honorable M. Rupert Cutler, Council Member
Honorable Alfred T. Dowe, Jr., Council Member
Honorable Sherman P. Lea, Council Member
Honorable Brenda L. McDaniel, Council Member
Honorable Brian J. Wishneff, Council Member

Dear Mayor Harris and Members of Council:

Subject: Market Building Lease

Background:

The City of Roanoke owns the City Market Building located at 32 Market Square, Roanoke, Virginia 24011. The City of Roanoke began management of the Building on May 1, 2005, after the former management company, Advantis Real Estate, terminated the management contract for this property.

Louis and Anita Wilson, owners and operators of Burger in the Square, have requested a lease agreement for approximately 462 square feet to operate a restaurant serving hamburgers and hotdogs. The proposed lease agreement is for a three (3) year period, beginning March 1, 2006, through February 28, 2009. The proposed agreement establishes a base rent rate of the following:

First Floor Space

Period	Per Square Foot	Monthly Rent Amount	Annual Rent Amount
3/1/06 - 8/31/06	\$32.26	\$467.77	\$2,806.62
9/1/06 - 2/28/07	\$28.00	\$406.00	\$2,436.00
3/1/07 - 2/29/08	\$28.84	\$418.18	\$5,018.16
3/1/08 - 2/28/09	\$29.71	\$430.73	\$5,168.70

Second Floor Space

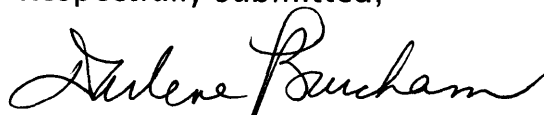
Period	Per Square Foot	Monthly Rent Amount	Annual Rent Amount
3/1/06 - 2/28/07	\$10.00	\$240.00	\$2,880.00
3/1/07 - 2/29/08	\$10.30	\$247.20	\$2,966.40
3/1/08 - 2/28/09	\$10.61	\$254.62	\$3,055.39

The initial two six month periods of the proposed rent for the first floor space provides a transition from the lease rate in the Mr. and Mrs. Wilson's previously expired lease into the new per square foot rent structure that has been identified in the Market Building for food court tenants. The rent for the second floor space is for secured food prep area used solely by this tenant and is not part of the common area space. The common area maintenance fee is \$300.00 per month for the first floor space and \$100 per month for the second floor space that will increase by 3.00% upon each anniversary of this Lease. Burger in the Square restaurant has been a tenant of the Market Building since June 1, 1999. There is no renewal provision in this lease.

Recommended Action:

Authorize the City Manager to execute a lease agreement with Louis and Anita Wilson d/b/a Burger in the Square, for approximately 462 square feet in the City Market Building located at 32 Market Square, Roanoke, Virginia 24011, for a period of three (3) years, beginning March 1, 2006, and expiring February 28, 2009. All documents shall be upon form approved by the City Attorney.

Respectfully submitted,



Darlene L. Burdham
City Manager

DLB:lp

c: Mary F. Parker, City Clerk
William M. Hackworth, City Attorney
Jesse A. Hall, Director of Finance
Rolanda Russell, Assistant City Manager
Brian Townsend, Director Planning, Building and Economic Development
David Collins, Assistant City Attorney
Lisa Poindexter-Plaia, Economic Development Specialist

CM06-00015

LEASE

Between

THE CITY OF ROANOKE

and

Louis and Anita Wilson d/b/a Burger in the Square

LEASE
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LEASE

THIS LEASE is made this ____ day of _____ 2006 by and between the CITY OF ROANOKE (hereinafter referred to as "Landlord"), and **Louis and Anita Wilson d/b/a Burger in the Square**, (hereinafter referred to as "Tenant"),

WITNESSETH:

In consideration of the mutual agreements hereinafter set forth, the parties hereto mutually agree as follows:

1. **PREMISES** Landlord hereby leases to Tenant and Tenant hereby leases from Landlord, for the term and upon the conditions hereinafter provided, a section of the building known as the Roanoke City Market Building (herein referred to as the "Building") located at 32 Market Square, Stall #121 and private locked storage on the second floor, Roanoke, Virginia 24011, as is delineated on Exhibit "A" hereto, which is hereafter referred to as the "Premises." The Premises consists of approximately 174 and 288 square feet of space.

2. **TERM** The term of this Lease shall commence on **March 1, 2006** ("Commencement Date") and shall expire at 11:59 o'clock p.m. on **February 28, 2009**. A key will be given to Tenant upon execution of the Lease.

3. **BASE RENT; ESCALATIONS** The base rent for the first year of the term shall be based on cost per square foot. Tenant shall pay as base rent for the Premises for each year of the Lease according to the following schedule:

First Floor Space

Period	Per Square Foot	Monthly Rent Amount	Annual Rent Amount
3/1/06 to 8/31/06	\$32.26	\$467.77	\$2,806.62
9/1/06 to 2/28/07	\$28.00	\$406.00	\$2,436.00
3/1/07 to 2/29/08	\$28.84	\$418.18	\$5,018.16
3/1/08 to 2/28/09	\$29.71	\$430.73	\$5,168.70

Second Floor Space

Period	Per Square Foot	Monthly Rent Amount	Annual Rent Amount
3/1/06 to 2/28/07	\$10.00	\$240.00	\$2,880.00
3/1/07 to 2/29/08	\$10.30	\$247.20	\$2,966.40
3/1/08 to 2/28/09	\$10.61	\$254.62	\$3,055.39

If the Commencement Date is other than the first day of the month, the first year of the Lease term shall be deemed to be extended to include such partial month and the following twelve (12) months, so as to end on the last day of the month. In the event the Commencement Date is other than the first day of a calendar month, the Base Rent ("Rent") (as well as the Common Area Maintenance Fee provided hereunder) for the portion of the then current calendar month shall be prorated on the basis of a thirty (30) day month and shall be paid immediately upon the commencement of the Term.

On the first anniversary of the Lease, and upon each successive anniversary thereafter, the monthly rent for the next twelve (12) months shall be increased by three percent (3%) of the previous year's monthly rental.

Rent shall be paid monthly. The first monthly payment shall be made at the time of execution of this Lease by the parties; the second and all subsequent monthly payments shall be made on the first day of each and every calendar month during

the term. Any monthly payment of rent which is not received by Landlord by the end of the fifth (5th) day of the month shall be assessed a late charge in the amount of five percent (5%) of such total monthly rent payment. All delinquent rent, and other charges due under this Lease shall accrue interest at a rate equal to the current prime rate, as established by the United States Government, plus two percent (2%) per month or the maximum amount permitted by law, from the due date of such payment and shall constitute additional rent payable by Tenant under this Lease and shall be paid by Tenant to Landlord upon demand. Payment shall not be deemed as received if Tenant's payment is not actually collected (such as payment by insufficient funds check). Tenant shall pay rent to Landlord at City of Roanoke, 111 Franklin Road, Suite 200, Roanoke, Virginia 24011, Attention: Director of Economic Development, or to such other party or at such other address as Landlord may designate from time to time by written notice to Tenant, without demand. Checks shall be made payable to Treasurer, City of Roanoke.

4. COMMON AREA MAINTENANCE Tenant agrees to pay Landlord, as additional rental, Tenant's proportionate share of the costs ("Common Area Maintenance Fee") of maintaining, operating, repairing, replacing and insuring the "Common Areas" defined herein.

The Common Area Maintenance Fee for this lease will be a flat fee charge of **Three Hundred Dollars (\$300.00)** per month for the first floor and **One Hundred Dollars (\$100.00)** per month for the second floor. These fees will increase by three (3%) percent upon each anniversary of this Lease.

The term "Common Area Maintenance Fee" includes all costs and expenses of every kind and nature paid or incurred by Landlord in operating, managing, equipping, policing, lighting, repairing, replacing items in the Building and maintaining the Building. Such costs and expenses will include, but not be limited to, the following:

- (a) utilities (electric, gas, waste removal, water and sewer charges, storm water charges; individual telephone service is specifically excluded),
- (b) insurance premiums for public liability and property damage for the Building(excluding Tenant's Premises)
- (c) maintenance costs of heating, ventilating and air conditioning,
- (d) insect and rodent treatment,
- (e) snow and ice removal,
- (f) electrical and plumbing repairs in the Common Areas of the Building,
- (g) management costs and repairs to the structure of Building which includes roof and wall repairs, foundations, sprinkler systems, utility lines, sidewalks and curbs,
- (h) security camera systems,
- (i) lighting,
- (j) sanitary control, drainage, collection of rubbish and other refuse,
- (k) costs to remedy and/or comply with governmental and/or environmental and hazardous waste matters(excluding Tenant's Premises)
- (l) repair and installation of equipment for energy saving or safety purposes,
- (m) reserves for future maintenance and repair work (which Tenant hereby authorize Landlord to use as necessary),
- (n) depreciation on equipment and machinery used in maintenance, costs of personnel required to provide such services,
- (o) all costs and expenses associated with Landlord's obligation to repair and maintain and such other items of cost and expense which are relatable to proper maintenance of the Building and its Common Areas.

The "Common Areas" are defined as all areas and spaces in the Building and equipment in the Building, as further shown on the attached Exhibit B provided by Landlord for common or joint use and benefit of the tenants of the Building, their employees, agents, servants, customers and invitees. The Common Areas further

include, without limitation, roofs, walls, vacant areas, food court, elevator(s), restrooms, stairways, walkways, ramps, foundations, signs (excluding Tenant's signage), security cameras, lighting fixtures and equipment, and the facilities appurtenant to each of the aforesaid, and any other facilities maintained for the benefit of the Building. Landlord shall have the right to modify the Common Areas from time to time as deemed reasonable by Landlord.

5. LANDLORD'S OBLIGATIONS Landlord hereby agrees to provide and be responsible for the following:

- (a) make all structural and capital repairs and replacements to items in the Building and to the Common Areas, as defined above, and to maintain the Building and its Common Areas. Structural and capital repairs and replacements are defined as repairs or replacements which include but are not limited to repairs or replacements to the roof, elevators, electrical wiring, heating and air conditioning systems, toilets, water pipes, gas, plumbing, other electrical fixtures and the exterior and interior walls. Structural and capital repairs to Tenant's Premises are specifically excluded.
- (b) pay for the cost of Tenant's utilities (gas, electric, heating, water, telephone service specifically excluded) and all other services identified through use of funds from the Common Area Maintenance Fee described above.
- (c) provide a key to Tenant upon execution of the Lease Agreement,

6. TENANT'S OBLIGATIONS Tenant, at its sole cost and expense, agrees to provide and be responsible for the following, in addition to its other responsibilities pursuant to this Lease.

- (a) Tenant shall keep and maintain the Premise in good repair, condition and appearance during the term of this Lease, ordinary wear and tear excepted, and not use any part of the Premises or the Common Areas of the Building in a negligent manner.
- (b) Tenant shall take good care of the Premises, its fixtures, and appurtenances and suffer no waste or injury thereto, and shall pay for all repairs and replacements to the Premises, necessitated by Tenant's actions, whether capital, structural as defined above, or otherwise.
- (c) Tenant shall surrender the Premises at the end of the term in as good condition as Tenant obtained the same at the commencement of the term, reasonable wear and tear excepted.
- (d) Tenant shall operate its business as described in Section 7 of this Lease.
- (e) Tenant shall pay rent timely as provided in Section 3 of this Lease.
- (f) Tenant shall obtain the insurance as required in Section 29 of this Lease.

7. USE OF PREMISES The Premises shall be used for the purpose of conducting therein the sale of Restaurant serving **hot dogs and hamburgers** cuisine. Tenant covenants and agrees that at all times during the term hereof, Tenant will actively conduct such a business in the Premises, keep the Premises amply stocked with good and fresh merchandise and keep the Premises open for business during the customary business hours of 10:00 a.m. to 6:00 p.m. (not less than eight (8) hours per day, Monday through Saturday) of the Building as established or as may be amended by Landlord and (ii) the Premises shall be used only for such purpose. The Building will be closed for the following Holidays or as observed: New Year's Day, Memorial Day, Labor Day, Thanksgiving Day and

Christmas Day. Nothing herein shall require the City of Roanoke to open the Building outside of the above designated hours. The Premises shall not be used for any other purpose without the written permission of Landlord. Tenant shall not open the Building to the public outside of the customary business hours or on the Holidays stated above.

8. EXCLUSIVITY Tenant operates a restaurant serving **hot dogs and hamburgers** cuisine as outlined in attached menu noted as Exhibit "C". Tenant must obtain written approval of Landlord before adding any item, other than soft drink beverages, to its menu and shall pay a \$100 per item to the Landlord if Tenant does not obtain such approval. If menu changes persist beyond thirty (30) days without the written approval of the Landlord the tenant is thereby in default of its Lease.] Landlord and Tenant acknowledge that it is the intent of the parties that current and prospective tenants of the Building not be allowed to market products that would impair the sales of the other tenants of the Building. Accordingly, Landlord agrees not to lease to tenants selling similar food, cuisine or fare as existing tenants of the Market Building, as determined in the sole discretion of the Landlord, or which will in the opinion of the Landlord be inconsistent with the intended uses of the Building. Tenant further agrees not to market any product that would impair a current Tenant's sales. Tenant acknowledges and agrees that if there is any disagreement over whether any item sold by a tenant is an item sold by another tenant of the Building that would impair Tenant's sales, such dispute shall be determined and resolved in the Landlord's sole discretion.

9. ASSIGNMENT AND SUBLETTING Tenant shall not voluntarily or involuntarily assign this Lease in whole or in part, nor sublet all or any part of the Premises without following the procedures detailed herein and obtaining the prior written consent of Landlord, in Landlord's sole discretion. The consent by Landlord to any assignment or subletting shall not constitute a waiver of the necessity for such consent in any subsequent assignment or subletting.

In the event that Tenant receives a bona fide written offer from a third party for the sublease or assignment of the Premises, Tenant shall forthwith notify Landlord in writing, attaching a copy of such offer, of Tenant's desire to sublet or assign this Lease upon the terms of such offer, whereupon Landlord shall have thirty (30) days to accept or reject such assignment or sublease.

10. IMPROVEMENTS Landlord must approve all alterations, redecorations, or improvements in and to the Premises in writing beforehand. Such alterations, redecorations, additions, or improvements shall conform to all applicable Building Codes of the City of Roanoke, federal and state laws, rules and regulations.

11. SURRENDER OF PREMISES At the expiration of the tenancy hereby created, Tenant shall peaceably surrender the Premises, including all alterations, additions, improvements, decorations and repairs made thereto (but excluding all trade fixtures, equipment, signs and other personal property installed by Tenant, provided that in no event shall Tenant remove any of the following materials or equipment without Landlord's prior written consent: any free standing signs, any power wiring or power panels; lighting or lighting fixtures; wall coverings; drapes, blinds or other window coverings; carpets or other floor coverings; or other similar building operating equipment and decorations), broom cleaned and in good condition and repair, reasonable wear and tear excepted. Tenant shall remove all its property not required to be surrendered to Landlord before surrendering the Premises and shall repair any damage to the Premises caused thereby. Any personal property remaining in the Premises at the expiration of the Lease shall be deemed abandoned by Tenant, and Landlord may claim the same and shall in no circumstance have any liability to Tenant therefore. If physical alterations were done by Tenant, Landlord, at its option, may require Tenant to return Premises to its original condition (condition at occupancy) when Tenant vacates Premises. Upon

termination, Tenant shall also surrender all keys for the Premises to Landlord and, if applicable, inform Landlord of any combinations of locks or safes in the Premises. If the Premises are not surrendered at the end of the term as herein above set out, Tenant shall indemnify Landlord against loss or liability resulting from delay by Tenant in so surrendering the Premises, including without limitation, claims made by the succeeding Tenant founded on such delay. Tenant's obligation to observe or perform this covenant shall survive the expiration or other termination of the term of this Lease.

12. INSPECTION Tenant will permit Landlord, or its representative, to enter the Premises, upon reasonable notice to Tenant, without charge thereof to Landlord and without diminution of the rent payable by Tenant, to examine, inspect and protect the same, and to make such alterations and/or repairs as in the judgment of Landlord may be deemed necessary, or to exhibit the same to prospective Tenants during the last one hundred twenty (120) days of the term of this Lease.

13. INSOLVENCY OR BANKRUPTCY OF TENANT In the event Tenant makes an assignment for the benefit of creditors, or a receiver of Tenant's assets is appointed, or Tenant files a voluntary petition in any bankruptcy or insolvency proceeding, or an involuntary petition in any bankruptcy or insolvency proceeding is filed against Tenant and the same is not discharged within sixty (60) days, or Tenant is adjudicated as bankrupt, Landlord shall have the option of terminating this Lease. Upon such written notice being given by Landlord to Tenant, the term of this Lease shall, at the option of Landlord, end and Landlord shall be entitled to immediate possession of the Premises and to recover damages from Tenant in accordance with the provisions of Article 17 hereof.

14. TRANSFER OF LANDLORD'S INTEREST Landlord shall have the right to convey, transfer or assign, by sale or otherwise, all or any part of its ownership interest in the property, including the Premises, at any time and from time to time and to any person, subject to the terms and conditions of this Lease. All covenants and obligations of Landlord under this Lease shall cease upon the execution of such conveyance, transfer or assignment, but such covenants and obligations shall run with the land and shall be binding upon the subsequent owner(s) thereof or of this Lease during the periods of their ownership thereof.

15. ESTOPPEL CERTIFICATE Tenant agrees, at any time, and from time to time, upon not less than ten (10) days' prior notice by Landlord, to execute, acknowledge and deliver to Landlord, a statement in writing addressed to Landlord or other party designated by Landlord certifying that this Lease is in full force and effect (or, if there have been modifications, that the same is in full force and effect as modified and stating the modifications), stating the actual commencement and expiration dates of the Lease, stating the dates to which rent, and other charges, if any, have been paid, that the Premises have been completed on or before the date of such certificate and that all conditions precedent to the Lease taking effect have been carried out, that Tenant has accepted possession, that the Lease term has commenced, Tenant is occupying the Premises and is open for business, and stating whether or not there exists any default by either party contained in this Lease, and if so specifying each such default of which the signer may have knowledge and the claims or offsets, if any, claimed by Tenant; it being intended that any such statement delivered pursuant hereto may be relied upon by Landlord or a purchaser of Landlord's interest and by any mortgagee or prospective mortgage of any mortgage affecting the Premises. If Tenant does not deliver such statement to Landlord within such ten (10) day period, Landlord may conclusively presume and rely upon the following facts: (i) that the terms and provisions of this Lease have not been changed except as otherwise represented by Landlord; (ii) that this Lease has not been canceled or terminated except as otherwise represented by Landlord; (iii) that not more than one (1) month's minimum rent or other charges have been paid in advance; and (iv) that Landlord is not in default under the Lease;

and (v) no disputes exist. In such event Tenant shall be estopped from denying the truth of such facts. Tenant shall also, on ten (10) days' written notice, provide an agreement in favor of and in the form customarily used by such encumbrance holder, by the terms of which Tenant will agree to give prompt written notice to any such encumbrance holder in the event of any casualty damage to the Premises or in the event of any default on the part of Landlord under this Lease, and will agree to allow such encumbrance holder a reasonable length of time after notice to cure or cause the curing of such default before exercising Tenant's right of self-help under this Lease, if any, or terminating or declaring a default under this Lease.

16. DAMAGE TO THE PREMISES If the Building or the Premises shall be partially damaged by fire or other cause without the fault or neglect of Tenant, its agents, employees or invitees, Landlord shall diligently and as soon as practicable after such damage occurs repair such damage at the expense of Landlord, provided, however, that if the Building is damaged by fire or other cause to such extent that the damage cannot be fully repaired within ninety (90) days from the date of such damage, Landlord or Tenant, upon written notice to the other, may terminate this Lease, in which event the rent shall be apportioned and paid to the date of such damage. During the period that Tenant is deprived of the use of the damaged portion of Premises, Tenant shall be required to pay rental covering only that part of the Premises that Tenant is able to occupy, and Rent for such occupied space shall be the total rent divided by the square foot area of the Premises and multiplied by the square foot area that the Tenant is able to occupy.

17. DEFAULT OF TENANT If Tenant shall fail to pay any monthly installment of Rent and/or as required by this Lease, or shall violate or fail to perform any of the other conditions, covenants or agreement on its part contained in this Lease and such failure to pay Rent or such violation or failure shall continue for a period of ten (10) days after the due date of such payment or after written notice of any such violation or failure to perform by Tenant, then and in any of such events this Lease shall, at the option of Landlord, cease and terminate upon at least ten (10) days' prior written notice of such election to Tenant by Landlord, and if such failure to pay rent or such violation or failure shall continue to the date set forth in such notice of termination, then this Lease shall cease and terminate without further notice to quit or of Landlord's intention to re-enter, the same being hereby waived, and Landlord may proceed to recover possession under and by virtue of the provisions of the laws of Virginia, or by such other proceedings, including re-entry and possession, as may be applicable. If Landlord elects to terminate this Lease, everything herein contained on the part of Landlord to be done and performed shall cease without prejudice, however, to the right of Landlord to recover from the Tenant all rental accrued up to the time of termination or recovery of possession by Landlord, whichever is later. Should this Lease be terminated before the expiration of the term of this Lease by reason of Tenant's default as hereinabove provided, or if Tenant shall abandon or vacate the Premises before the expiration or termination of the term of this Lease, Landlord shall use its best efforts to relet the Premises on the best rental terms reasonably available under the circumstances and if the full rental hereinabove provided shall not be realized by Landlord, Tenant shall be liable for any deficiency in rent. Any damage or loss of rental sustained by Landlord may be recovered by Landlord, at Landlord's option, at the time of the reletting, or in separate actions from time to time, as such damage shall have been made more easily ascertainable by successive relettings, or at Landlord's option, may be deferred until the expiration of the term of this Lease in which event the cause of action shall not be deemed to have accrued until the date of expiration of such term. The provisions contained in this paragraph shall not prohibit any claim Landlord may have against Tenant for anticipatory breach of the unexpired term of this Lease.

18. CONDEMNATION If any part of the Building or a substantial part of the Premises shall be taken or condemned by any governmental authority for any public

or quasi-public use or purpose (including sale under threat of such a taking) then the term of this Lease shall cease and terminate as of the date when title vests in such governmental authority, and the annual rental shall be abated on the date when such title vests in such governmental authority. If less than a substantial part of the common area of the Premises is taken or condemned by any governmental authority for any public or quasi-public use or purpose, the rent shall be equitably adjusted on the date when title vests in such governmental authority and the Lease shall otherwise continue in full force and effect. Tenant shall have no claim against Landlord (or otherwise) for any portion of the amount that may be awarded as damages as a result of any governmental taking or condemnation (or sale under threat of such taking or condemnation) or for the value of any unexpired term of the Lease. For purposes of this Article 18, a substantial part of the Premises shall be considered to have been taken if more than fifty percent (50%) of the Premises are unusable by Tenant.

19. COVENANTS OF LANDLORD Landlord covenants that it has the right to make this Lease for the term aforesaid, and that if Tenant shall pay the Rent and perform all of the covenants, terms and conditions of this Lease to be performed by Tenant, Tenant shall, during the term hereby created, freely, peaceably and quietly occupy and enjoy the full possession of the Premises without molestation or hindrance by Landlord or any party claiming through or under Landlord.

20. NO PARTNERSHIP Nothing contained in this Lease shall be deemed or construed to create a partnership or joint venture of or between the Landlord and Tenant, or to create any other relationship between the parties hereto other than that of Landlord and Tenant.

21. BROKER'S COMMISSION Tenant represents and warrants that it has incurred no claims or finder's fees in connection with the execution of this Lease.

22. NOTICES All notices or other communications hereunder shall be in writing and shall be deemed duly given if delivered in person or by certified or registered mail, return receipt requested, first-class postage prepaid, (i) if to Landlord at City of Roanoke, 111 Franklin Road, Suite 200, Roanoke, Virginia 24011, Attention: Director of Economic, and (ii) if to Tenant, at **3436 Overhill Trail, Roanoke VA 24018-4915**, unless notice of a change of address is given pursuant to the provisions of this Article.

23. HOLDING OVER In the event that Tenant shall not immediately surrender the Premises on the date of expiration of the term hereof, Lease shall automatically renew itself month to month, at twice the Rent rate for the last year of the Lease plus all other charges accruing under this Lease, and subject to all covenants, provisions and conditions herein contained. Landlord and tenant shall both have the right to terminate the holdover tenancy upon thirty (30) days written notice. Tenant shall not interpose any counterclaim(s) in a summary proceeding or other action based on holdover.

24. BENEFIT AND BURDEN The provisions of this Lease shall be binding upon, and shall inure to the benefit of, the parties hereto and each of their respective representatives, successors and assigns.

25. GENDER AND NUMBER Feminine or neuter pronouns shall be substituted for those of the masculine form, and the plural shall be substituted for the singular number, in any place or places herein in which the context may require such substitution.

26. ENTIRE AGREEMENT This Lease, together with any exhibits attached hereto, contains and embodies the entire agreement of the parties hereto, and representations, inducements or agreements, oral or otherwise, between the parties

not contained in this Lease and exhibits, shall not be of any force or effect. This Lease may not be modified, changed or terminated in whole or in part in any manner other than by an agreement in writing duly signed by both parties hereto.

27. INVALIDITY OF PARTICULAR PROVISIONS If any provision of this Lease or the application thereof to any person or circumstances shall to any extent be invalid or unenforceable, the remainder of this Lease, or the application of such provisions to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.

28. HAZARDOUS SUBSTANCES Tenant covenants and warrants that Tenant, and Tenant's use of Premises and any alterations thereto will at all times comply with and conform to all laws, statutes, ordinances, rules and regulations of any governmental, quasi-governmental or regulatory authorities ("Laws") which relate to the transportation, storage, placement handling, treatment, discharge, generation, removal production or disposal (collectively "Treatment") of any waste petroleum product, waste products, radioactive waste, Polychlorinated Biphenyls (PCB), asbestos, lead-based paint, or other hazardous materials of any kind, and any substance which is regulated by any law, statute, ordinance, rule or regulation (collectively "Waste"). Tenant further covenants and warrants that it will not engage in or permit any person or entity to engage in any Treatment of any Waste on or which affects the Premises.

Immediately upon receipt of any Notice (as hereinafter defined) from any person or entity, Tenant shall deliver to Landlord a true, correct and complete copy of any written Notice. "Notice" shall mean any note, notice or report of any suit, proceedings, investigation, order, consent order, injunction, writ, award or action related to or affecting or indicating the Treatment of any Waste in or affecting the Premises.

Tenant hereby agrees it will indemnify, defend, save and hold harmless Landlord and Landlord's officers, directors, shareholders, employees, agents, partners, and the respective heirs, successors and assigns (collectively "Indemnified Parties") against and from, and to reimburse the Indemnified Parties with respect to, any and all damages, claims, liabilities, loss, costs and expense (including, without limitation all attorney's fees and expenses, court costs, administrative costs and costs of appeals), incurred by or asserted against the Indemnified Parties by reason of or arising out of: (a) the breach of any representation or undertaking of Tenant under this section or (b) arising out of the Treatment of any waste by Tenant or any licensee, concessionaire, manager or other party occupying or using the Premises.

Landlord is given the right, but not the obligation, to inspect and monitor the Premises and Tenant's use of the Premises, including the right to review paperwork associated with Treatment activities in order to confirm Tenant's compliance with the terms of this Section. Landlord may require that Tenant deliver to Landlord concurrent with Tenant's vacating the Premises upon the expiration of this Lease, or any earlier vacation of the Premises by Tenant, at Tenant's expense, a certified statement by licensed engineers satisfactory to the Landlord, in form and substance satisfactory to Landlord, stating that Tenant, and any alterations thereto and Tenant's use of the Premises complied and conformed to all Laws relating to the Treatment of any Waste in or affecting the Premises. .

Tenant agrees to deliver upon request from Landlord estoppel certificates to Landlord expressly stipulating whether Tenant is engaged in or has engaged in the Treatment of any Waste in or affecting the Premises, and whether Tenant has caused any spill, contamination, discharge, leakage, release or escape of any Waste in or affecting the Premises, whether sudden or gradual, accidental or anticipated, or any other nature at or affecting the Premises and whether, to the best of the

Tenant's knowledge, such an occurrence has otherwise occurred at or affecting the Premises.

29. INSURANCE Prior to the delivery of possession of the Premises to Tenant, Tenant shall provide Landlord evidence satisfactory to Landlord (i) that fire and casualty and workers' compensation policies in amount and in form and content satisfactory to Landlord have been issued by a company or companies satisfactory to Landlord and will be maintained throughout the course of Tenant's work at Tenant's cost and expense and (ii) that Tenant has complied with the comprehensive liability insurance requirements set forth in the following paragraph.

Tenant will, at all times commencing on the date of delivery of possession of the Premises to Tenant, at its own cost and expense, carry with a company or companies, satisfactory to Landlord, comprehensive general liability insurance including public liability and property damage, in a form satisfactory to Landlord, on the Premises, with the combined single liability limits of not less than One Million Dollars (\$1,000,000.00) per occurrence, which insurance shall be written or endorsed so as to protect Landlord, its officers, agents and employees as additional insureds. The Tenant agrees that the above stated limits and coverages are minimum limits and coverages, and that Tenant shall provide such additional insurance as set forth above, in such amounts and against such risk as may be required in the Landlord's sole but reasonable judgment, to equal the amounts and types of coverages carried by prudent owners and operators of properties similar to the Building. Tenant shall increase such limits at its discretion or upon reasonable request of Landlord but not more often than once every year and such increases shall not be in excess of generally accepted standards in the industry. Tenant covenants that certificates of all of the insurance policies required under this Lease, and their renewal or replacement, shall be delivered to Landlord promptly without demand upon the commencement of the term of this Lease and upon each renewal of the insurance. Such policy or policies shall also provide that it shall not be cancelled nor shall there be any change in the scope or amount of coverage of the policy without thirty (30) days prior written notice to Landlord. If same is not provided with ten (10) days after demand, Landlord is authorized to secure such policy from such companies as it deems appropriate and collect from Tenant in such a manner as it deems appropriate the cost of the premium.

30. SECURITY DEPOSIT Intentionally omitted

31. INDEMNIFICATION Tenant agrees to save and to protect, indemnify and hold Landlord harmless from and against and to reimburse Landlord from any and all liabilities, damages, costs, expenses, including, without limitation, reasonable attorneys' fees, causes of action, suits, claims, demands, or judgments of any nature whatsoever arising from injury to or death of persons or damages to property resulting from Tenant's use of the Premises caused by any act or omission, whether intentional or otherwise, of Tenant or its employees, servants, contractors or agents.

32. COMPLIANCE WITH LAWS AND REGULATIONS Tenant agrees to and will comply with all applicable federal, state and local laws, ordinances and regulations. Tenant acknowledges and agrees that it will dispose of trash and grease in the containers designated by the Landlord for such disposal and not dispose of such substances in a manner that would violate applicable federal, state and local laws, ordinances or regulations.

33. FORUM SELECTION AND CHOICE OF LAW By virtue of entering into this Lease, Tenant submits itself to a court of competent jurisdiction in the City of Roanoke, Virginia, and further agrees that this Lease is controlled by the laws of the Commonwealth of Virginia and that all claims, disputes, and other matters shall only be decided by such court according to the laws of the Commonwealth of

Virginia.

34. FORCE MAJEURE In the event that either party hereto shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of strikes, lockouts, labor troubles, inability to procure materials, failure of power, restrictive governmental laws or regulations, riots, insurrection, war, or other reason of a like nature not the fault of the party delayed in performing the work or doing acts required under the terms of this Lease, then the time allowed for performance for such act shall be extended by a period equivalent to the period of such delay. The provisions of this Section shall not operate to excuse Tenant from the prompt payment of rent, Common Area Maintenance Fee or any other payments required by the terms of this Lease.

35. EQUAL EMPLOYMENT OPPORTUNITY: During the performance of this Agreement, Tenant agrees as follows:

- (a) Tenant will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of its business. Tenant agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- (b) Tenant, in all solicitations or advertisements for employees placed by or on behalf of Tenant, will state that Tenant is an equal opportunity employer.
- (c) Tenant will include the provisions of the foregoing subsections (a) and (b) in every contract or purchase order of over ten thousand dollars and no cents (\$10,000.00) so that the provisions will be binding upon each contractor or vendor.

36. DRUG-FREE WORKPLACE:

- (a) During the performance of this Agreement, Tenant agrees to (i) provide a drug-free workplace for its employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of Tenant that Tenant maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
- (b) For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the Agreement.

37. RULES AND REGULATIONS Tenant agrees to comply and adhere to Landlord's rules and regulations concerning the Building as stated in the attached Exhibit "D" attached hereto and made part of this Lease

38. SIGNAGE Tenant agrees to comply and adhere to Landlord's regulations concerning signage as stated in the attached Exhibit "E" attached hereto and made part of this Lease.

39. GUARANTY Intentionally omitted

Witness Signature

LANDLORD:

CITY OF ROANOKE

Witness Printed Name

Witness Signature

By: _____
Print Name: Darlene Burcham
Title: City Manager

Witness Printed Name

Witness Signature

TENANT:

Louis Wilson d/b/a Burger in the Square

Witness Printed Name

Witness Signature

By: _____
Print Name: Louis Wilson
Title: _____

Witness Printed Name

Witness Signature

TENANT:

Anita Wilson d/b/a Burger in the Square

Witness Printed Name

Witness Signature

By: _____
Print Name: Anita Wilson
Title: _____

Witness Printed Name

EXHIBIT A
FLOOR PLAN

EXHIBIT B

COMMON AREAS FLOOR PLAN

Attach here

EXHIBIT C

MENU

Attach here if Food Court Tenant

TO BE PROVIDED BY TENANT

EXHIBIT D

RULES AND REGULATIONS

1. All trash must be kept in a covered container, or if requested by Landlord, in a Dumpster or similar container furnished and serviced at Tenant's expense.
2. Tenant shall keep lights on in show windows, leased food court space and lights on under marquee, if any, from 10:00 a.m. until 6:00 p.m.
3. Tenant agrees to handle all deliveries and refuse through the Salem Avenue entrance (if one) of the Premises.
4. No sign shall be permanently affixed to the plate glass of any window without prior written consent of Landlord.
5. No solicitation material shall be displayed inside the building or affixed to the exterior of the building.
6. Tenant shall keep Premise's, windows and window frames clean (inside and out) at all times and wash them weekly.
7. Tenant shall keep Premises' floors free of trash, chewing gum and other debris, and shall scrub and wax all tile or plastic flooring at least weekly.
8. Tenant is responsible for the replacement of light bulbs in its space
9. Tenant is responsible for the replacement of air-filters and the monthly maintenance of their exhaust fans in its Premises by a licensed contractor on a basis predetermined by the Landlord.
10. Tenant shall be responsible for breaking down and having all cardboard boxes ready for pick up.
11. (Applies only to Food Court Vendors) Providing the availability of space for the purpose of storage, Landlord will allocate equally among all food vendors a set amount of space for the storage of a freezer or a refrigerator, food items and paper products. Items must be stored in accordance with Health and Fire codes. No restaurant equipment (unused or in disrepair) is to be stored in the area under any circumstances. Any prohibited items stored in this area will be removed at Tenant's expense. Tenant's not maintaining their own storage space per Health and Fire code requirements will be assessed a \$100.00 fee per occurrence. If a Tenant's space is in violation more than three times in a given year, Landlord will rescind Tenant's option to use available space.

EXHIBIT E

SIGN REGULATION

No sign, advertisement or notice shall be inscribed, painted, affixed or displayed on walls, windows, or any part of the outside or the inside of the Building except on the awnings, directories, and then only in such place, number, size, color and style as it approved Landlord. If Tenant nevertheless exhibits such sign, advertisement or notice, Landlord shall have the right to remove the same and Tenant shall be liable for any and all expenses incurred by Landlord by such removal. Tenant further agrees to maintain such sign, awning, canopy, decoration, lettering, advertising matter or other thing as may be approved in good condition and repair at all times. Landlord shall have the right to prohibit any advertisement of Tenant which in its opinion tends to impair the reputation of the Building or its desirability as a high-quality festival marketplace for retail stores or food related businesses, other institutions of like nature, and, upon written notice from Landlord, Tenant shall immediately refrain from and discontinue any such advertisement.

EXHIBIT F
GUARANTY
PERSONAL GUARANTEE

Intentionally omitted

IN THE COUNCIL OF THE CITY OF ROANOKE, VIRGINIA,

AN ORDINANCE authorizing the lease of approximately 462 square feet of space located within City-owned property known as the City Market Building, located at 32 Market Square, for a term of three (3) years beginning March 1, 2006, through February 28, 2009; authorizing the appropriate City officials to execute a lease agreement therefore; and dispensing with the second reading of this ordinance by title.

WHEREAS, a public hearing was held on February 6, 2006, pursuant to §§15.2-1800(B) and 1813, Code of Virginia (1950), as amended, at which hearing all parties in interest and citizens were afforded an opportunity to be heard on the proposed lease.

THEREFORE, BE IT ORDAINED by the Council of the City of Roanoke that:

1. The City Manager and the City Clerk are hereby authorized to execute and attest, respectively, in a form approved by the City Attorney, an agreement with Louis and Anita Wilson, owners and operators of Burger in the Square, for the lease of approximately 462 square feet of space located within City-owned property known as the City Market Building, located at 32 Market Square, for a term of three (3) years beginning March 1, 2006, through February 28, 2009, upon certain terms and conditions, and as more particularly described in the City Manager's letter to this Council dated February 6, 2006.

2. Pursuant to the provisions of Section 12 of the City Charter, the second reading of this ordinance by title is hereby dispensed with.

ATTEST:

City Clerk.



CITY OF ROANOKE

OFFICE OF THE CITY MANAGER

Noel C. Taylor Municipal Building
215 Church Avenue, S.W., Room 364
Roanoke, Virginia 24011-1591

Telephone: (540) 853-2333
Fax: (540) 853-1138
City Web: www.roanokeva.gov

February 6, 2006

Honorable C. Nelson Harris, Mayor
Honorable Beverly T. Fitzpatrick, Jr., Vice Mayor
Honorable M. Rupert Cutler, Council Member
Honorable Alfred T. Dowe, Jr., Council Member
Honorable Sherman P. Lea, Council Member
Honorable Brenda L. McDaniel, Council Member
Honorable Brian J. Wishneff, Council Member

Dear Mayor Harris and Members of Council:

Subject: Market Building Lease

Background:

The City of Roanoke owns the City Market Building located at 32 Market Square, Roanoke, Virginia 24011. The City of Roanoke began management of the Building on May 1, 2005, after the former management company, Advantis Real Estate, terminated the management contract for this property.

Adel Eltawansy, the owner and operator of Zorba, has requested a lease agreement for approximately 210 square feet to operate a restaurant serving Greek and Mediterranean cuisine. The proposed lease agreement is for a three (3) year period, beginning March 1, 2006, through February 28, 2009. The proposed agreement establishes a base rent rate of the following:


Period	Per Square Foot	Monthly Rent Amount	Annual Rent Amount
3/1/06 - 8/31/06	\$36.03	\$630.53	\$3,783.15
9/1/06 - 2/28/07	\$28.00	\$490.00	\$2,940.00
3/1/07 - 2/29/08	\$28.84	\$504.70	\$6,056.40
3/1/08 - 2/28/09	\$29.71	\$519.84	\$6,238.09

The initial two six month periods of the proposed rent provides a transition from the lease rate in Mr. Eltawansy's previously expired lease into the new per square foot rent structure that has been identified in the Market Building for food court tenants. The common area maintenance fee is \$300.00 per month that will increase by 3.00% upon each anniversary of this Lease. Zorba's restaurant has been a tenant of the Market Building since November 1, 1989. There is no renewal provision in this lease.

Recommended Action:

Authorize the City Manager to execute a lease agreement with Adel Eltawansy d/b/a Zorba, for approximately 210 square feet in the City Market Building located at 32 Market Square, Roanoke, Virginia 24011, for a period of three (3) years, beginning March 1, 2006, and expiring February 28, 2009. All documents shall be upon form approved by the City Attorney.

Respectfully submitted,



Darlene L. Burcham
City Manager

DLB:lpp

c: Mary F. Parker, City Clerk
William M. Hackworth, City Attorney
Jesse A. Hall, Director of Finance
Rolanda Russell, Assistant City Manager
Brian Townsend, Director Planning, Building and Economic Development
David Collins, Assistant City Attorney
Lisa Poindexter-Plaia, Economic Development Specialist

CM06-00013

LEASE

Between

THE CITY OF ROANOKE

and

Adel Eltawansy d/b/a/ Zorba's

LEASE
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LEASE

THIS LEASE is made this ____ day of _____ 2006 by and between the CITY OF ROANOKE (hereinafter referred to as "Landlord"), and **Adel Eltawansy d/b/a Zorba's**, (hereinafter referred to as "Tenant"),

WITNESSETH:

In consideration of the mutual agreements hereinafter set forth, the parties hereto mutually agree as follows:

1. **PREMISES** Landlord hereby leases to Tenant and Tenant hereby leases from Landlord, for the term and upon the conditions hereinafter provided, a section of the building known as the Roanoke City Market Building (herein referred to as the "Building") located at 32 Market Square, Stall #126, Roanoke, Virginia 24011, as is delineated on Exhibit "A" hereto, which is hereafter referred to as the "Premises." The Premises consists of approximately 210 square feet of space.

2. **TERM** The term of this Lease shall commence on **March 1, 2006** ("Commencement Date") and shall expire at 11:59 o'clock p.m. on **February 28, 2009**. A key will be given to Tenant upon execution of the Lease.

3. **BASE RENT; ESCALATIONS** The base rent for the first year of the term shall be based on cost per square foot. Tenant shall pay as base rent for the Premises for each year of the Lease according to the following schedule:

Period	Per Square Foot	Monthly Rent Amount	Annual Rent Amount
3/1/06 to 8/31/06	\$36.03	\$630.53	\$3,783.15
9/1/06 to 2/28/07	\$28.00	\$490.00	\$2,940.00
3/1/07 to 2/29/08	\$28.84	\$504.70	\$6,056.40
3/1/08 to 2/28/09	\$29.71	\$519.84	\$6,238.09

If the Commencement Date is other than the first day of the month, the first year of the Lease term shall be deemed to be extended to include such partial month and the following twelve (12) months, so as to end on the last day of the month. In the event the Commencement Date is other than the first day of a calendar month, the Base Rent ("Rent") (as well as the Common Area Maintenance Fee provided hereunder) for the portion of the then current calendar month shall be prorated on the basis of a thirty (30) day month and shall be paid immediately upon the commencement of the Term.

On the first anniversary of the Lease, and upon each successive anniversary thereafter, the monthly rent for the next twelve (12) months shall be increased by three percent (3%) of the previous year's monthly rental.

Rent shall be paid monthly. The first monthly payment shall be made at the time of execution of this Lease by the parties; the second and all subsequent monthly payments shall be made on the first day of each and every calendar month during the term. Any monthly payment of rent which is not received by Landlord by the end of the fifth (5th) day of the month shall be assessed a late charge in the amount of five percent (5%) of such total monthly rent payment. All delinquent rent, and other charges due under this Lease shall accrue interest at a rate equal to the current prime rate, as established by the United States Government, plus two percent (2%) per month or the maximum amount permitted by law, from the due date of such payment and shall constitute additional rent payable by Tenant under

this Lease and shall be paid by Tenant to Landlord upon demand. Payment shall not be deemed as received if Tenant's payment is not actually collected (such as payment by insufficient funds check). Tenant shall pay rent to Landlord at City of Roanoke, 111 Franklin Road, Suite 200, Roanoke, Virginia 24011, Attention: Director of Economic Development, or to such other party or at such other address as Landlord may designate from time to time by written notice to Tenant, without demand. Checks shall be made payable to Treasurer, City of Roanoke.

4. COMMON AREA MAINTENANCE Tenant agrees to pay Landlord, as additional rental, Tenant's proportionate share of the costs ("Common Area Maintenance Fee") of maintaining, operating, repairing, replacing and insuring the "Common Areas" defined herein.

The Common Area Maintenance Fee for this lease will be a flat fee charge of **three hundred Dollars (\$300.00)** per month. These fees will increase by three (3%) percent upon each anniversary of this Lease.

The term "Common Area Maintenance Fee" includes all costs and expenses of every kind and nature paid or incurred by Landlord in operating, managing, equipping, policing, lighting, repairing, replacing items in the Building and maintaining the Building. Such costs and expenses will include, but not be limited to, the following:

- (a) utilities (electric, gas, waste removal, water and sewer charges, storm water charges; individual telephone service is specifically excluded),
- (b) insurance premiums for public liability and property damage for the Building(excluding Tenant's Premises)
- (c) maintenance costs of heating, ventilating and air conditioning,
- (d) insect and rodent treatment,
- (e) snow and ice removal,
- (f) electrical and plumbing repairs in the Common Areas of the Building,
- (g) management costs and repairs to the structure of Building which includes roof and wall repairs, foundations, sprinkler systems, utility lines, sidewalks and curbs,
- (h) security camera systems,
- (i) lighting,
- (j) sanitary control, drainage, collection of rubbish and other refuse,
- (k) costs to remedy and/or comply with governmental and/or environmental and hazardous waste matters(excluding Tenant's Premises)
- (l) repair and installation of equipment for energy saving or safety purposes,
- (m) reserves for future maintenance and repair work (which Tenant hereby authorize Landlord to use as necessary),
- (n) depreciation on equipment and machinery used in maintenance, costs of personnel required to provide such services,
- (o) all costs and expenses associated with Landlord's obligation to repair and maintain and such other items of cost and expense which are relatable to proper maintenance of the Building and its Common Areas.

The "Common Areas" are defined as all areas and spaces in the Building and equipment in the Building, as further shown on the attached Exhibit B provided by Landlord for common or joint use and benefit of the tenants of the Building, their employees, agents, servants, customers and invitees. The Common Areas further include, without limitation, roofs, walls, vacant areas, food court, elevator(s), restrooms, stairways, walkways, ramps, foundations, signs (excluding Tenant's signage), security cameras, lighting fixtures and equipment, and the facilities appurtenant to each of the aforesaid, and any other facilities maintained for the benefit of the Building. Landlord shall have the right to modify the Common Areas from time to time as deemed reasonable by Landlord.

5. LANDLORD'S OBLIGATIONS Landlord hereby agrees to provide and be responsible for the following:

- (a) make all structural and capital repairs and replacements to items in the Building and to the Common Areas, as defined above, and to maintain the Building and its Common Areas. Structural and capital repairs and replacements are defined as repairs or replacements which include but are not limited to repairs or replacements to the roof, elevators, electrical wiring, heating and air conditioning systems, toilets, water pipes, gas, plumbing, other electrical fixtures and the exterior and interior walls. Structural and capital repairs to Tenant's Premises are specifically excluded.
- (b) pay for the cost of Tenant's utilities (gas, electric, heating, water, telephone service specifically excluded) and all other services identified through use of funds from the Common Area Maintenance Fee described above.
- (c) provide a key to Tenant upon execution of the Lease Agreement,

6. TENANT'S OBLIGATIONS Tenant, at its sole cost and expense, agrees to provide and be responsible for the following, in addition to its other responsibilities pursuant to this Lease.

- (a) Tenant shall keep and maintain the Premise in good repair, condition and appearance during the term of this Lease, ordinary wear and tear excepted, and not use any part of the Premises or the Common Areas of the Building in a negligent manner.
- (b) Tenant shall take good care of the Premises, its fixtures, and appurtenances and suffer no waste or injury thereto, and shall pay for all repairs and replacements to the Premises, necessitated by Tenant's actions, whether capital, structural as defined above, or otherwise.
- (c) Tenant shall surrender the Premises at the end of the term in as good condition as Tenant obtained the same at the commencement of the term, reasonable wear and tear excepted.
- (d) Tenant shall operate its business as described in Section 7 of this Lease.
- (e) Tenant shall pay rent timely as provided in Section 3 of this Lease.
- (f) Tenant shall obtain the insurance as required in Section 29 of this Lease.

7. USE OF PREMISES The Premises shall be used for the purpose of conducting therein the sale of Restaurant serving **Greek and Mediterranean** cuisine. Tenant covenants and agrees that at all times during the term hereof, Tenant will actively conduct such a business in the Premises, keep the Premises amply stocked with good and fresh merchandise and keep the Premises open for business during the customary business hours of 10:00 a.m. to 6:00 p.m. (not less than eight (8) hours per day, Monday through Saturday) of the Building as established or as may be amended by Landlord and (ii) the Premises shall be used only for such purpose. The Building will be closed for the following Holidays or as observed: New Year's Day, Memorial Day, Labor Day, Thanksgiving Day and Christmas Day. Nothing herein shall require the City of Roanoke to open the Building outside of the above designated hours. The Premises shall not be used for any other purpose without the written permission of Landlord. Tenant shall not open the Building to the public outside of the customary business hours or on the Holidays stated above.

8. **EXCLUSIVITY** Tenant operates a restaurant serving **Greek and Mediterranean** cuisine as outlined in attached menu noted as Exhibit "C". Tenant must obtain written approval of Landlord before adding any item, other than soft drink beverages, to its menu and shall pay a \$100 per item to the Landlord if Tenant does not obtain such approval. If menu changes persist beyond thirty (30) days without the written approval of the Landlord the tenant is thereby in default of its Lease. Landlord and Tenant acknowledge that it is the intent of the parties that current and prospective tenants of the Building not be allowed to market products that would impair the sales of the other tenants of the Building. Accordingly, Landlord agrees not to lease to tenants selling similar food, cuisine or fare as existing tenants of the Market Building, as determined in the sole discretion of the Landlord, or which will in the opinion of the Landlord be inconsistent with the intended uses of the Building. Tenant further agrees not to market any product that would impair a current Tenant's sales. Tenant acknowledges and agrees that if there is any disagreement over whether any item sold by a tenant is an item sold by another tenant of the Building that would impair Tenant's sales, such dispute shall be determined and resolved in the Landlord's sole discretion.

9. **ASSIGNMENT AND SUBLETTING** Tenant shall not voluntarily or involuntarily assign this Lease in whole or in part, nor sublet all or any part of the Premises without following the procedures detailed herein and obtaining the prior written consent of Landlord, in Landlord's sole discretion. The consent by Landlord to any assignment or subletting shall not constitute a waiver of the necessity for such consent in any subsequent assignment or subletting.

In the event that Tenant receives a bona fide written offer from a third party for the sublease or assignment of the Premises, Tenant shall forthwith notify Landlord in writing, attaching a copy of such offer, of Tenant's desire to sublet or assign this Lease upon the terms of such offer, whereupon Landlord shall have thirty (30) days to accept or reject such assignment or sublease.

10. **IMPROVEMENTS** Landlord must approve all alterations, redecorations, or improvements in and to the Premises in writing beforehand. Such alterations, redecorations, additions, or improvements shall conform to all applicable Building Codes of the City of Roanoke, federal and state laws, rules and regulations.

11. **SURRENDER OF PREMISES** At the expiration of the tenancy hereby created, Tenant shall peaceably surrender the Premises, including all alterations, additions, improvements, decorations and repairs made thereto (but excluding all trade fixtures, equipment, signs and other personal property installed by Tenant, provided that in no event shall Tenant remove any of the following materials or equipment without Landlord's prior written consent: any free standing signs, any power wiring or power panels; lighting or lighting fixtures; wall coverings; drapes, blinds or other window coverings; carpets or other floor coverings; or other similar building operating equipment and decorations), broom cleaned and in good condition and repair, reasonable wear and tear excepted. Tenant shall remove all its property not required to be surrendered to Landlord before surrendering the Premises and shall repair any damage to the Premises caused thereby. Any personal property remaining in the Premises at the expiration of the Lease shall be deemed abandoned by Tenant, and Landlord may claim the same and shall in no circumstance have any liability to Tenant therefore. If physical alterations were done by Tenant, Landlord, at its option, may require Tenant to return Premises to its original condition (condition at occupancy) when Tenant vacates Premises. Upon termination, Tenant shall also surrender all keys for the Premises to Landlord and, if applicable, inform Landlord of any combinations of locks or safes in the Premises. If the Premises are not surrendered at the end of the term as herein above set out, Tenant shall indemnify Landlord against loss or liability resulting from delay by

Tenant in so surrendering the Premises, including without limitation, claims made by the succeeding Tenant founded on such delay. Tenant's obligation to observe or perform this covenant shall survive the expiration or other termination of the term of this Lease.

12. INSPECTION Tenant will permit Landlord, or its representative, to enter the Premises, upon reasonable notice to Tenant, without charge thereof to Landlord and without diminution of the rent payable by Tenant, to examine, inspect and protect the same, and to make such alterations and/or repairs as in the judgment of Landlord may be deemed necessary, or to exhibit the same to prospective Tenants during the last one hundred twenty (120) days of the term of this Lease.

13. INSOLVENCY OR BANKRUPTCY OF TENANT In the event Tenant makes an assignment for the benefit of creditors, or a receiver of Tenant's assets is appointed, or Tenant files a voluntary petition in any bankruptcy or insolvency proceeding, or an involuntary petition in any bankruptcy or insolvency proceeding is filed against Tenant and the same is not discharged within sixty (60) days, or Tenant is adjudicated as bankrupt, Landlord shall have the option of terminating this Lease. Upon such written notice being given by Landlord to Tenant, the term of this Lease shall, at the option of Landlord, end and Landlord shall be entitled to immediate possession of the Premises and to recover damages from Tenant in accordance with the provisions of Article 17 hereof.

14. TRANSFER OF LANDLORD'S INTEREST Landlord shall have the right to convey, transfer or assign, by sale or otherwise, all or any part of its ownership interest in the property, including the Premises, at any time and from time to time and to any person, subject to the terms and conditions of this Lease. All covenants and obligations of Landlord under this Lease shall cease upon the execution of such conveyance, transfer or assignment, but such covenants and obligations shall run with the land and shall be binding upon the subsequent owner(s) thereof or of this Lease during the periods of their ownership thereof.

15. ESTOPPEL CERTIFICATE Tenant agrees, at any time, and from time to time, upon not less than ten (10) days' prior notice by Landlord, to execute, acknowledge and deliver to Landlord, a statement in writing addressed to Landlord or other party designated by Landlord certifying that this Lease is in full force and effect (or, if there have been modifications, that the same is in full force and effect as modified and stating the modifications), stating the actual commencement and expiration dates of the Lease, stating the dates to which rent, and other charges, if any, have been paid, that the Premises have been completed on or before the date of such certificate and that all conditions precedent to the Lease taking effect have been carried out, that Tenant has accepted possession, that the Lease term has commenced, Tenant is occupying the Premises and is open for business, and stating whether or not there exists any default by either party contained in this Lease, and if so specifying each such default of which the signer may have knowledge and the claims or offsets, if any, claimed by Tenant; it being intended that any such statement delivered pursuant hereto may be relied upon by Landlord or a purchaser of Landlord's interest and by any mortgagee or prospective mortgage of any mortgage affecting the Premises. If Tenant does not deliver such statement to Landlord within such ten (10) day period, Landlord may conclusively presume and rely upon the following facts: (i) that the terms and provisions of this Lease have not been changed except as otherwise represented by Landlord; (ii) that this Lease has not been canceled or terminated except as otherwise represented by Landlord; (iii) that not more than one (1) month's minimum rent or other charges have been paid in advance; and (iv) that Landlord is not in default under the Lease; and (v) no disputes exist. In such event Tenant shall be estopped from denying the truth of such facts. Tenant shall also, on ten (10) days' written notice, provide an

agreement in favor of and in the form customarily used by such encumbrance holder, by the terms of which Tenant will agree to give prompt written notice to any such encumbrance holder in the event of any casualty damage to the Premises or in the event of any default on the part of Landlord under this Lease, and will agree to allow such encumbrance holder a reasonable length of time after notice to cure or cause the curing of such default before exercising Tenant's right of self-help under this Lease, if any, or terminating or declaring a default under this Lease.

16. DAMAGE TO THE PREMISES If the Building or the Premises shall be partially damaged by fire or other cause without the fault or neglect of Tenant, its agents, employees or invitees, Landlord shall diligently and as soon as practicable after such damage occurs repair such damage at the expense of Landlord, provided, however, that if the Building is damaged by fire or other cause to such extent that the damage cannot be fully repaired within ninety (90) days from the date of such damage, Landlord or Tenant, upon written notice to the other, may terminate this Lease, in which event the rent shall be apportioned and paid to the date of such damage. During the period that Tenant is deprived of the use of the damaged portion of Premises, Tenant shall be required to pay rental covering only that part of the Premises that Tenant is able to occupy, and Rent for such occupied space shall be the total rent divided by the square foot area of the Premises and multiplied by the square foot area that the Tenant is able to occupy.

17. DEFAULT OF TENANT If Tenant shall fail to pay any monthly installment of Rent and/or as required by this Lease, or shall violate or fail to perform any of the other conditions, covenants or agreement on its part contained in this Lease and such failure to pay Rent or such violation or failure shall continue for a period of ten (10) days after the due date of such payment or after written notice of any such violation or failure to perform by Tenant, then and in any of such events this Lease shall, at the option of Landlord, cease and terminate upon at least ten (10) days' prior written notice of such election to Tenant by Landlord, and if such failure to pay rent or such violation or failure shall continue to the date set forth in such notice of termination, then this Lease shall cease and terminate without further notice to quit or of Landlord's intention to re-enter, the same being hereby waived, and Landlord may proceed to recover possession under and by virtue of the provisions of the laws of Virginia, or by such other proceedings, including re-entry and possession, as may be applicable. If Landlord elects to terminate this Lease, everything herein contained on the part of Landlord to be done and performed shall cease without prejudice, however, to the right of Landlord to recover from the Tenant all rental accrued up to the time of termination or recovery of possession by Landlord, whichever is later. Should this Lease be terminated before the expiration of the term of this Lease by reason of Tenant's default as hereinabove provided, or if Tenant shall abandon or vacate the Premises before the expiration or termination of the term of this Lease, Landlord shall use its best efforts to relet the Premises on the best rental terms reasonably available under the circumstances and if the full rental hereinabove provided shall not be realized by Landlord, Tenant shall be liable for any deficiency in rent. Any damage or loss of rental sustained by Landlord may be recovered by Landlord, at Landlord's option, at the time of the reletting, or in separate actions from time to time, as such damage shall have been made more easily ascertainable by successive relettings, or at Landlord's option, may be deferred until the expiration of the term of this Lease in which event the cause of action shall not be deemed to have accrued until the date of expiration of such term. The provisions contained in this paragraph shall not prohibit any claim Landlord may have against Tenant for anticipatory breach of the unexpired term of this Lease.

18. CONDEMNATION If any part of the Building or a substantial part of the Premises shall be taken or condemned by any governmental authority for any public

or quasi-public use or purpose (including sale under threat of such a taking) then the term of this Lease shall cease and terminate as of the date when title vests in such governmental authority, and the annual rental shall be abated on the date when such title vests in such governmental authority. If less than a substantial part of the common area of the Premises is taken or condemned by any governmental authority for any public or quasi-public use or purpose, the rent shall be equitably adjusted on the date when title vests in such governmental authority and the Lease shall otherwise continue in full force and effect. Tenant shall have no claim against Landlord (or otherwise) for any portion of the amount that may be awarded as damages as a result of any governmental taking or condemnation (or sale under threat of such taking or condemnation) or for the value of any unexpired term of the Lease. For purposes of this Article 18, a substantial part of the Premises shall be considered to have been taken if more than fifty percent (50%) of the Premises are unusable by Tenant.

19. COVENANTS OF LANDLORD Landlord covenants that it has the right to make this Lease for the term aforesaid, and that if Tenant shall pay the Rent and perform all of the covenants, terms and conditions of this Lease to be performed by Tenant, Tenant shall, during the term hereby created, freely, peaceably and quietly occupy and enjoy the full possession of the Premises without molestation or hindrance by Landlord or any party claiming through or under Landlord.

20. NO PARTNERSHIP Nothing contained in this Lease shall be deemed or construed to create a partnership or joint venture of or between the Landlord and Tenant, or to create any other relationship between the parties hereto other than that of Landlord and Tenant.

21. BROKER'S COMMISSION Tenant represents and warrants that it has incurred no claims or finder's fees in connection with the execution of this Lease.

22. NOTICES All notices or other communications hereunder shall be in writing and shall be deemed duly given if delivered in person or by certified or registered mail, return receipt requested, first-class postage prepaid, (i) if to Landlord at City of Roanoke, 111 Franklin Road, Suite 200, Roanoke, Virginia 24011, Attention: Director of Economic, and (ii) if to Tenant, at **3647 Parkwood Drive, Roanoke, Virginia 24018-4447**, unless notice of a change of address is given pursuant to the provisions of this Article.

23. HOLDING OVER In the event that Tenant shall not immediately surrender the Premises on the date of expiration of the term hereof, Lease shall automatically renew itself month to month, at twice the Rent rate for the last year of the Lease plus all other charges accruing under this Lease, and subject to all covenants, provisions and conditions herein contained. Landlord and tenant shall both have the right to terminate the holdover tenancy upon thirty (30) days written notice. Tenant shall not interpose any counterclaim(s) in a summary proceeding or other action based on holdover.

24. BENEFIT AND BURDEN The provisions of this Lease shall be binding upon, and shall inure to the benefit of, the parties hereto and each of their respective representatives, successors and assigns.

25. GENDER AND NUMBER Feminine or neuter pronouns shall be substituted for those of the masculine form, and the plural shall be substituted for the singular number, in any place or places herein in which the context may require such substitution.

26. ENTIRE AGREEMENT This Lease, together with any exhibits attached

hereto, contains and embodies the entire agreement of the parties hereto, and representations, inducements or agreements, oral or otherwise, between the parties not contained in this Lease and exhibits, shall not be of any force or effect. This Lease may not be modified, changed or terminated in whole or in part in any manner other than by an agreement in writing duly signed by both parties hereto.

27. INVALIDITY OF PARTICULAR PROVISIONS If any provision of this Lease or the application thereof to any person or circumstances shall to any extent be invalid or unenforceable, the remainder of this Lease, or the application of such provisions to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.

28. HAZARDOUS SUBSTANCES Tenant covenants and warrants that Tenant, and Tenant's use of Premises and any alterations thereto will at all times comply with and conform to all laws, statutes, ordinances, rules and regulations of any governmental, quasi-governmental or regulatory authorities ("Laws") which relate to the transportation, storage, placement handling, treatment, discharge, generation, removal production or disposal (collectively "Treatment") of any waste petroleum product, waste products, radioactive waste, Polychlorinated Biphenyls (PCB), asbestos, lead-based paint, or other hazardous materials of any kind, and any substance which is regulated by any law, statute, ordinance, rule or regulation (collectively "Waste"). Tenant further covenants and warrants that it will not engage in or permit any person or entity to engage in any Treatment of any Waste on or which affects the Premises.

Immediately upon receipt of any Notice (as hereinafter defined) from any person or entity, Tenant shall deliver to Landlord a true, correct and complete copy of any written Notice. "Notice" shall mean any note, notice or report of any suit, proceedings, investigation, order, consent order, injunction, writ, award or action related to or affecting or indicating the Treatment of any Waste in or affecting the Premises.

Tenant hereby agrees it will indemnify, defend, save and hold harmless Landlord and Landlord's officers, directors, shareholders, employees, agents, partners, and the respective heirs, successors and assigns (collectively "Indemnified Parties") against and from, and to reimburse the Indemnified Parties with respect to, any and all damages, claims, liabilities, loss, costs and expense (including, without limitation all attorney's fees and expenses, court costs, administrative costs and costs of appeals), incurred by or asserted against the Indemnified Parties by reason of or arising out of: (a) the breach of any representation or undertaking of Tenant under this section or (b) arising out of the Treatment of any waste by Tenant or any licensee, concessionaire, manager or other party occupying or using the Premises.

Landlord is given the right, but not the obligation, to inspect and monitor the Premises and Tenant's use of the Premises, including the right to review paperwork associated with Treatment activities in order to confirm Tenant's compliance with the terms of this Section. Landlord may require that Tenant deliver to Landlord concurrent with Tenant's vacating the Premises upon the expiration of this Lease, or any earlier vacation of the Premises by Tenant, at Tenant's expense, a certified statement by licensed engineers satisfactory to the Landlord, in form and substance satisfactory to Landlord, stating that Tenant, and any alterations thereto and Tenant's use of the Premises complied and conformed to all Laws relating to the Treatment of any Waste in or affecting the Premises. .

Tenant agrees to deliver upon request from Landlord estoppel certificates to Landlord expressly stipulating whether Tenant is engaged in or has engaged in the

Treatment of any Waste in or affecting the Premises, and whether Tenant has caused any spill, contamination, discharge, leakage, release or escape of any Waste in or affecting the Premises, whether sudden or gradual, accidental or anticipated, or any other nature at or affecting the Premises and whether, to the best of the Tenant's knowledge, such an occurrence has otherwise occurred at or affecting the Premises.

29. INSURANCE Prior to the delivery of possession of the Premises to Tenant, Tenant shall provide Landlord evidence satisfactory to Landlord (i) that fire and casualty and workers' compensation policies in amount and in form and content satisfactory to Landlord have been issued by a company or companies satisfactory to Landlord and will be maintained throughout the course of Tenant's work at Tenant's cost and expense and (ii) that Tenant has complied with the comprehensive liability insurance requirements set forth in the following paragraph.

Tenant will, at all times commencing on the date of delivery of possession of the Premises to Tenant, at its own cost and expense, carry with a company or companies, satisfactory to Landlord, comprehensive general liability insurance including public liability and property damage, in a form satisfactory to Landlord, on the Premises, with the combined single liability limits of not less than One Million Dollars (\$1,000,000.00) per occurrence, which insurance shall be written or endorsed so as to protect Landlord, its officers, agents and employees as additional insureds. The Tenant agrees that the above stated limits and coverages are minimum limits and coverages, and that Tenant shall provide such additional insurance as set forth above, in such amounts and against such risk as may be required in the Landlord's sole but reasonable judgment, to equal the amounts and types of coverages carried by prudent owners and operators of properties similar to the Building. Tenant shall increase such limits at its discretion or upon reasonable request of Landlord but not more often than once every year and such increases shall not be in excess of generally accepted standards in the industry. Tenant covenants that certificates of all of the insurance policies required under this Lease, and their renewal or replacement, shall be delivered to Landlord promptly without demand upon the commencement of the term of this Lease and upon each renewal of the insurance. Such policy or policies shall also provide that it shall not be cancelled nor shall there be any change in the scope or amount of coverage of the policy without thirty (30) days prior written notice to Landlord. If same is not provided with ten (10) days after demand, Landlord is authorized to secure such policy from such companies as it deems appropriate and collect from Tenant in such a manner as it deems appropriate the cost of the premium.

30. SECURITY DEPOSIT Intentionally omitted

31. INDEMNIFICATION Tenant agrees to save and to protect, indemnify and hold Landlord harmless from and against and to reimburse Landlord from any and all liabilities, damages, costs, expenses, including, without limitation, reasonable attorneys' fees, causes of action, suits, claims, demands, or judgments of any nature whatsoever arising from injury to or death of persons or damages to property resulting from Tenant's use of the Premises caused by any act or omission, whether intentional or otherwise, of Tenant or its employees, servants, contractors or agents.

32. COMPLIANCE WITH LAWS AND REGULATIONS Tenant agrees to and will comply with all applicable federal, state and local laws, ordinances and regulations. Tenant acknowledges and agrees that it will dispose of trash and grease in the containers designated by the Landlord for such disposal and not dispose of such substances in a manner that would violate applicable federal, state and local laws, ordinances or regulations.

33. FORUM SELECTION AND CHOICE OF LAW By virtue of entering into this Lease, Tenant submits itself to a court of competent jurisdiction in the City of Roanoke, Virginia, and further agrees that this Lease is controlled by the laws of the Commonwealth of Virginia and that all claims, disputes, and other matters shall only be decided by such court according to the laws of the Commonwealth of Virginia.

34. FORCE MAJEURE In the event that either party hereto shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of strikes, lockouts, labor troubles, inability to procure materials, failure of power, restrictive governmental laws or regulations, riots, insurrection, war, or other reason of a like nature not the fault of the party delayed in performing the work or doing acts required under the terms of this Lease, then the time allowed for performance for such act shall be extended by a period equivalent to the period of such delay. The provisions of this Section shall not operate to excuse Tenant from the prompt payment of rent, Common Area Maintenance Fee or any other payments required by the terms of this Lease.

35. EQUAL EMPLOYMENT OPPORTUNITY: During the performance of this Agreement, Tenant agrees as follows:

- (a) Tenant will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of its business. Tenant agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- (b) Tenant, in all solicitations or advertisements for employees placed by or on behalf of Tenant, will state that Tenant is an equal opportunity employer.
- (c) Tenant will include the provisions of the foregoing subsections (a) and (b) in every contract or purchase order of over ten thousand dollars and no cents (\$10,000.00) so that the provisions will be binding upon each contractor or vendor.

36. DRUG-FREE WORKPLACE:

- (a) During the performance of this Agreement, Tenant agrees to (i) provide a drug-free workplace for its employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of Tenant that Tenant maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
- (b) For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contract awarded to a contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the

performance of the Agreement.

37. RULES AND REGULATIONS Tenant agrees to comply and adhere to Landlord's rules and regulations concerning the Building as stated in the attached Exhibit "D" attached hereto and made part of this Lease

38. SIGNAGE Tenant agrees to comply and adhere to Landlord's regulations concerning signage as stated in the attached Exhibit "E" attached hereto and made part of this Lease.

39. GUARANTY Intentionally omitted.

Witness Signature

LANDLORD:

CITY OF ROANOKE

Witness Printed Name

Witness Signature

By: _____

Print Name: Darlene Burcham

Witness Printed Name

Title: City Manager

Witness Signature

TENANT:

Adel Eltawansy d/b/a Zorba's

Witness Printed Name

Witness Signature

By: _____

Print Name: Adel Eltawansy

Witness Printed Name

Title: _____

EXHIBIT A
FLOOR PLAN

EXHIBIT B

COMMON AREAS FLOOR PLAN

Attach here

EXHIBIT C

MENU

Attach here if Food Court Tenant

TO BE PROVIDED BY TENANT

EXHIBIT D

RULES AND REGULATIONS

1. All trash must be kept in a covered container, or if requested by Landlord, in a Dumpster or similar container furnished and serviced at Tenant's expense.
2. Tenant shall keep lights on in show windows, leased food court space and lights on under marquee, if any, from 10:00 a.m. until 6:00 p.m.
3. Tenant agrees to handle all deliveries and refuse through the Salem Avenue entrance (if one) of the Premises.
4. No sign shall be permanently affixed to the plate glass of any window without prior written consent of Landlord.
5. No solicitation material shall be displayed inside the building or affixed to the exterior of the building.
6. Tenant shall keep Premise's, windows and window frames clean (inside and out) at all times and wash them weekly.
7. Tenant shall keep Premises' floors free of trash, chewing gum and other debris, and shall scrub and wax all tile or plastic flooring at least weekly.
8. Tenant is responsible for the replacement of light bulbs in its space
9. Tenant is responsible for the replacement of air-filters and the monthly maintenance of their exhaust fans in its Premises by a licensed contractor on a basis predetermined by the Landlord.
10. Tenant shall be responsible for breaking down and having all cardboard boxes ready for pick up.
11. (Applies only to Food Court Vendors) Providing the availability of space for the purpose of storage, Landlord will allocate equally among all food vendors a set amount of space for the storage of a freezer or a refrigerator, food items and paper products. Items must be stored in accordance with Health and Fire codes. No restaurant equipment (unused or in disrepair) is to be stored in the area under any circumstances. Any prohibited items stored in this area will be removed at Tenant's expense. Tenant's not maintaining their own storage space per Health and Fire code requirements will be assessed a \$100.00 fee per occurrence. If a Tenant's space is in violation more than three times in a given year, Landlord will rescind Tenant's option to use available space.

EXHIBIT E

SIGN REGULATION

No sign, advertisement or notice shall be inscribed, painted, affixed or displayed on walls, windows, or any part of the outside or the inside of the Building except on the awnings, directories, and then only in such place, number, size, color and style as it approved Landlord. If Tenant nevertheless exhibits such sign, advertisement or notice, Landlord shall have the right to remove the same and Tenant shall be liable for any and all expenses incurred by Landlord by such removal. Tenant further agrees to maintain such sign, awning, canopy, decoration, lettering, advertising matter or other thing as may be approved in good condition and repair at all times. Landlord shall have the right to prohibit any advertisement of Tenant which in its opinion tends to impair the reputation of the Building or its desirability as a high-quality festival marketplace for retail stores or food related businesses, other institutions of like nature, and, upon written notice from Landlord, Tenant shall immediately refrain from and discontinue any such advertisement.

EXHIBIT F
GUARANTY
PERSONAL GUARANTEE

INTENTIONALLY OMITTED

DEL

IN THE COUNCIL OF THE CITY OF ROANOKE, VIRGINIA,

AN ORDINANCE authorizing the lease of approximately 210 square feet of space located within City-owned property known as the City Market Building, located at 32 Market Square, for a term of three (3) years beginning March 1, 2006, through February 28, 2009; authorizing the appropriate City officials to execute a lease agreement therefore; and dispensing with the second reading of this ordinance by title.

WHEREAS, a public hearing was held on February 6, 2006, pursuant to §§15.2-1800(B) and 1813, Code of Virginia (1950), as amended, at which hearing all parties in interest and citizens were afforded an opportunity to be heard on the proposed lease.

THEREFORE, BE IT ORDAINED by the Council of the City of Roanoke that:

1. The City Manager and the City Clerk are hereby authorized to execute and attest, respectively, in a form approved by the City Attorney, an agreement with Adel Eltawansy, owner and operator of Zorba, for the lease of approximately 210 square feet of space located within City-owned property known as the City Market Building, located at 32 Market Square, for a term of three (3) years beginning March 1, 2006, through February 28, 2009, upon certain terms and conditions, and as more particularly described in the City Manager's letter to this Council dated February 6, 2006.
2. Pursuant to the provisions of Section 12 of the City Charter, the second reading of this ordinance by title is hereby dispensed with.

ATTEST:

City Clerk.



CITY OF ROANOKE

OFFICE OF THE CITY MANAGER

Noel C. Taylor Municipal Building
215 Church Avenue, S.W., Room 364
Roanoke, Virginia 24011-1591

Telephone: (540) 853-2333

Fax: (540) 853-1138

City Web: www.roanokeva.gov

February 6, 2006

Honorable C. Nelson Harris, Mayor
Honorable Beverly T. Fitzpatrick, Jr., Vice Mayor
Honorable M. Rupert Cutler, Council Member
Honorable Alfred T. Dowe, Jr., Council Member
Honorable Sherman P. Lea, Council Member
Honorable Brenda L. McDaniel, Council Member
Honorable Brian J. Wishneff, Council Member

Dear Mayor Harris and Members of Council:

Subject: Market Building Lease

Background:

The City of Roanoke owns the City Market Building located at 32 Market Square, Roanoke, Virginia 24011. The City of Roanoke began management of the Building on May 1, 2005, after the former management company, Advantis Real Estate, terminated the management contract for this property.

David Z. Estrada, owner and operator of Chico's Big Lick Pizza, has requested a lease agreement for approximately 680.5 square feet to operate a restaurant serving pizza. The proposed lease agreement is for a three (3) year period, beginning March 1, 2006, through February 28, 2009. The proposed agreement establishes a base rent rate of the following:

Period	Per Square Foot	Monthly Rent Amount	Annual Rent Amount
3/1/06 - 8/31/06	\$31.85	\$1,806.16	\$10,836.96
9/1/06 - 2/28/07	\$28.00	\$1,587.83	\$9,527.00
3/1/07 - 2/29/08	\$28.84	\$1,635.47	\$19,625.62
3/1/08 - 2/28/09	\$29.71	\$1,684.53	\$20,214.39

The initial two six month periods of the proposed rent provides a transition from the lease rate in Mr. Estrada's previously expired lease into the new per square foot rent structure that has been identified in the Market Building for food court tenants. The common area maintenance fee is \$400.00 per month that will increase by 3.00% upon each anniversary of this Lease. Chico's Big Lick Pizza restaurant has been a tenant of the Market Building since August 1, 1995. There is no renewal provision in this lease.

Recommended Action:

Authorize the City Manager to execute a lease agreement with David Z. Estrada d/b/a Chico's Big Lick Pizza, for approximately 680.5 square feet in the City Market Building located at 32 Market Square, Roanoke, Virginia 24011, for a period of three (3) years, beginning March 1, 2006, and expiring February 28, 2009. All documents shall be upon form approved by the City Attorney.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Darlene Burcham", written in a cursive style.

Darlene L. Burcham
City Manager

DLB:lpp

c: Mary F. Parker, City Clerk
William M. Hackworth, City Attorney
Jesse A. Hall, Director of Finance
Rolanda Russell, Assistant City Manager
Brian Townsend, Director Planning, Building and Economic Development
David Collins, Assistant City Attorney
Lisa Poindexter-Plaia, Economic Development Specialist

CM06-00014

LEASE

Between

THE CITY OF ROANOKE

and

David Z. Estrada d/b/a Chico's Big Lick Pizza

LEASE
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LEASE

THIS LEASE is made this ____ day of _____ 2006 by and between the CITY OF ROANOKE (hereinafter referred to as "Landlord"), and **David Z. Estrada d/b/a Chico's Big Lick Pizza**, (hereinafter referred to as "Tenant"),

WITNESSETH:

In consideration of the mutual agreements hereinafter set forth, the parties hereto mutually agree as follows:

1. **PREMISES** Landlord hereby leases to Tenant and Tenant hereby leases from Landlord, for the term and upon the conditions hereinafter provided, a section of the building known as the Roanoke City Market Building (herein referred to as the "Building") located at 32 Market Square, Stall #116 and 133, Roanoke, Virginia 24011, as is delineated on Exhibit "A" hereto, which is hereafter referred to as the "Premises." The Premises consists of approximately 680.5 square feet of space.

2. **TERM** The term of this Lease shall commence on **March 1, 2006** ("Commencement Date") and shall expire at 11:59 o'clock p.m. on **February 28, 2009**. A key will be given to Tenant upon execution of the Lease.

3. **BASE RENT; ESCALATIONS** The base rent for the first year of the term shall be based on cost per square foot. Tenant shall pay as base rent for the Premises for each year of the Lease according to the following schedule:

Period	Per Square Foot	Monthly Rent Amount	Annual Rent Amount
3/1/06 to 8/31/06	\$31.85	\$1,806.16	\$10,836.96
9/1/06 to 2/28/07	\$28.00	\$1,587.83	\$9,527.00
3/1/07 to 2/29/08	\$28.84	\$1,635.47	\$19,625.62
3/1/08 to 2/28/09	\$29.71	\$1,684.53	\$20,214.39

If the Commencement Date is other than the first day of the month, the first year of the Lease term shall be deemed to be extended to include such partial month and the following twelve (12) months, so as to end on the last day of the month. In the event the Commencement Date is other than the first day of a calendar month, the Base Rent ("Rent") (as well as the Common Area Maintenance Fee provided hereunder) for the portion of the then current calendar month shall be prorated on the basis of a thirty (30) day month and shall be paid immediately upon the commencement of the Term.

On the first anniversary of the Lease, and upon each successive anniversary thereafter, the monthly rent for the next twelve (12) months shall be increased by three percent (3%) of the previous year's monthly rental.

Rent shall be paid monthly. The first monthly payment shall be made at the time of execution of this Lease by the parties; the second and all subsequent monthly payments shall be made on the first day of each and every calendar month during the term. Any monthly payment of rent which is not received by Landlord by the end of the fifth (5th) day of the month shall be assessed a late charge in the amount of five percent (5%) of such total monthly rent payment. All delinquent rent, and other charges due under this Lease shall accrue interest at a rate equal to the current prime rate, as established by the United States Government, plus two percent (2%) per month or the maximum amount permitted by law, from the due date of such payment and shall constitute additional rent payable by Tenant under this Lease and shall be paid by Tenant to Landlord upon demand. Payment shall

not be deemed as received if Tenant's payment is not actually collected (such as payment by insufficient funds check). Tenant shall pay rent to Landlord at City of Roanoke, 111 Franklin Road, Suite 200, Roanoke, Virginia 24011, Attention: Director of Economic Development, or to such other party or at such other address as Landlord may designate from time to time by written notice to Tenant, without demand. Checks shall be made payable to Treasurer, City of Roanoke.

4. COMMON AREA MAINTENANCE Tenant agrees to pay Landlord, as additional rental, Tenant's proportionate share of the costs ("Common Area Maintenance Fee") of maintaining, operating, repairing, replacing and insuring the "Common Areas" defined herein.

The Common Area Maintenance Fee for this lease will be a flat fee charge of **Four Hundred Dollars (\$400.00)** per month. These fees will increase by three (3%) percent upon each anniversary of this Lease.

The term "Common Area Maintenance Fee" includes all costs and expenses of every kind and nature paid or incurred by Landlord in operating, managing, equipping, policing, lighting, repairing, replacing items in the Building and maintaining the Building. Such costs and expenses will include, but not be limited to, the following:

- (a) utilities (electric, gas, waste removal, water and sewer charges, storm water charges; individual telephone service is specifically excluded),
- (b) insurance premiums for public liability and property damage for the Building(excluding Tenant's Premises)
- (c) maintenance costs of heating, ventilating and air conditioning,
- (d) insect and rodent treatment,
- (e) snow and ice removal,
- (f) electrical and plumbing repairs in the Common Areas of the Building,
- (g) management costs and repairs to the structure of Building which includes roof and wall repairs, foundations, sprinkler systems, utility lines, sidewalks and curbs,
- (h) security camera systems,
- (i) lighting,
- (j) sanitary control, drainage, collection of rubbish and other refuse,
- (k) costs to remedy and/or comply with governmental and/or environmental and hazardous waste matters(excluding Tenant's Premises)
- (l) repair and installation of equipment for energy saving or safety purposes,
- (m) reserves for future maintenance and repair work (which Tenant hereby authorize Landlord to use as necessary),
- (n) depreciation on equipment and machinery used in maintenance, costs of personnel required to provide such services,
- (o) all costs and expenses associated with Landlord's obligation to repair and maintain and such other items of cost and expense which are relatable to proper maintenance of the Building and its Common Areas.

The "Common Areas" are defined as all areas and spaces in the Building and equipment in the Building, as further shown on the attached Exhibit B provided by Landlord for common or joint use and benefit of the tenants of the Building, their employees, agents, servants, customers and invitees. The Common Areas further include, without limitation, roofs, walls, vacant areas, food court, elevator(s), restrooms, stairways, walkways, ramps, foundations, signs (excluding Tenant's signage), security cameras, lighting fixtures and equipment, and the facilities appurtenant to each of the aforesaid, and any other facilities maintained for the benefit of the Building. Landlord shall have the right to modify the Common Areas from time to time as deemed reasonable by Landlord.

5. LANDLORD'S OBLIGATIONS Landlord hereby agrees to provide and be

responsible for the following:

- (a) make all structural and capital repairs and replacements to items in the Building and to the Common Areas, as defined above, and to maintain the Building and its Common Areas. Structural and capital repairs and replacements are defined as repairs or replacements which include but are not limited to repairs or replacements to the roof, elevators, electrical wiring, heating and air conditioning systems, toilets, water pipes, gas, plumbing, other electrical fixtures and the exterior and interior walls. Structural and capital repairs to Tenant's Premises are specifically excluded.
- (b) pay for the cost of Tenant's utilities (gas, electric, heating, water, telephone service specifically excluded) and all other services identified through use of funds from the Common Area Maintenance Fee described above.
- (c) provide a key to Tenant upon execution of the Lease Agreement,

6. TENANT'S OBLIGATIONS Tenant, at its sole cost and expense, agrees to provide and be responsible for the following, in addition to its other responsibilities pursuant to this Lease.

- (a) Tenant shall keep and maintain the Premise in good repair, condition and appearance during the term of this Lease, ordinary wear and tear excepted, and not use any part of the Premises or the Common Areas of the Building in a negligent manner.
- (b) Tenant shall take good care of the Premises, its fixtures, and appurtenances and suffer no waste or injury thereto, and shall pay for all repairs and replacements to the Premises, necessitated by Tenant's actions, whether capital, structural as defined above, or otherwise.
- (c) Tenant shall surrender the Premises at the end of the term in as good condition as Tenant obtained the same at the commencement of the term, reasonable wear and tear excepted.
- (d) Tenant shall operate its business as described in Section 7 of this Lease.
- (e) Tenant shall pay rent timely as provided in Section 3 of this Lease.
- (f) Tenant shall obtain the insurance as required in Section 29 of this Lease.

7. USE OF PREMISES The Premises shall be used for the purpose of conducting therein the sale of Restaurant serving **Pizza** cuisine. Tenant covenants and agrees that at all times during the term hereof, Tenant will actively conduct such a business in the Premises, keep the Premises amply stocked with good and fresh merchandise and keep the Premises open for business during the customary business hours of 10:00 a.m. to 6:00 p.m. (not less than eight (8) hours per day, Monday through Saturday) of the Building as established or as may be amended by Landlord and (ii) the Premises shall be used only for such purpose. The Building will be closed for the following Holidays or as observed: New Year's Day, Memorial Day, Labor Day, Thanksgiving Day and Christmas Day. Nothing herein shall require the City of Roanoke to open the Building outside of the above designated hours. The Premises shall not be used for any other purpose without the written permission of Landlord. Tenant shall not open the Building to the public outside of the customary business hours or on the Holidays stated above.

8. EXCLUSIVITY Tenant operates a restaurant serving **Pizza** cuisine as outlined in attached menu noted as Exhibit "C". Tenant must obtain written

approval of Landlord before adding any item, other than soft drink beverages, to its menu and shall pay a \$100 per item to the Landlord if Tenant does not obtain such approval. If menu changes persist beyond thirty (30) days without the written approval of the Landlord the tenant is thereby in default of its Lease.] Landlord and Tenant acknowledge that it is the intent of the parties that current and prospective tenants of the Building not be allowed to market products that would impair the sales of the other tenants of the Building. Accordingly, Landlord agrees not to lease to tenants selling similar food, cuisine or fare as existing tenants of the Market Building, as determined in the sole discretion of the Landlord, or which will in the opinion of the Landlord be inconsistent with the intended uses of the Building. Tenant further agrees not to market any product that would impair a current Tenant's sales. Tenant acknowledges and agrees that if there is any disagreement over whether any item sold by a tenant is an item sold by another tenant of the Building that would impair Tenant's sales, such dispute shall be determined and resolved in the Landlord's sole discretion.

9. ASSIGNMENT AND SUBLETTING Tenant shall not voluntarily or involuntarily assign this Lease in whole or in part, nor sublet all or any part of the Premises without following the procedures detailed herein and obtaining the prior written consent of Landlord, in Landlord's sole discretion. The consent by Landlord to any assignment or subletting shall not constitute a waiver of the necessity for such consent in any subsequent assignment or subletting.

In the event that Tenant receives a bona fide written offer from a third party for the sublease or assignment of the Premises, Tenant shall forthwith notify Landlord in writing, attaching a copy of such offer, of Tenant's desire to sublet or assign this Lease upon the terms of such offer, whereupon Landlord shall have thirty (30) days to accept or reject such assignment or sublease.

10. IMPROVEMENTS Landlord must approve all alterations, redecorations, or improvements in and to the Premises in writing beforehand. Such alterations, redecorations, additions, or improvements shall conform to all applicable Building Codes of the City of Roanoke, federal and state laws, rules and regulations.

11. SURRENDER OF PREMISES At the expiration of the tenancy hereby created, Tenant shall peaceably surrender the Premises, including all alterations, additions, improvements, decorations and repairs made thereto (but excluding all trade fixtures, equipment, signs and other personal property installed by Tenant, provided that in no event shall Tenant remove any of the following materials or equipment without Landlord's prior written consent: any free standing signs, any power wiring or power panels; lighting or lighting fixtures; wall coverings; drapes, blinds or other window coverings; carpets or other floor coverings; or other similar building operating equipment and decorations), broom cleaned and in good condition and repair, reasonable wear and tear excepted. Tenant shall remove all its property not required to be surrendered to Landlord before surrendering the Premises and shall repair any damage to the Premises caused thereby. Any personal property remaining in the Premises at the expiration of the Lease shall be deemed abandoned by Tenant, and Landlord may claim the same and shall in no circumstance have any liability to Tenant therefore. If physical alterations were done by Tenant, Landlord, at its option, may require Tenant to return Premises to its original condition (condition at occupancy) when Tenant vacates Premises. Upon termination, Tenant shall also surrender all keys for the Premises to Landlord and, if applicable, inform Landlord of any combinations of locks or safes in the Premises. If the Premises are not surrendered at the end of the term as herein above set out, Tenant shall indemnify Landlord against loss or liability resulting from delay by Tenant in so surrendering the Premises, including without limitation, claims made by the succeeding Tenant founded on such delay. Tenant's obligation to observe or perform this covenant shall survive the expiration or other termination of the term

of this Lease.

12. INSPECTION Tenant will permit Landlord, or its representative, to enter the Premises, upon reasonable notice to Tenant, without charge thereof to Landlord and without diminution of the rent payable by Tenant, to examine, inspect and protect the same, and to make such alterations and/or repairs as in the judgment of Landlord may be deemed necessary, or to exhibit the same to prospective Tenants during the last one hundred twenty (120) days of the term of this Lease.

13. INSOLVENCY OR BANKRUPTCY OF TENANT In the event Tenant makes an assignment for the benefit of creditors, or a receiver of Tenant's assets is appointed, or Tenant files a voluntary petition in any bankruptcy or insolvency proceeding, or an involuntary petition in any bankruptcy or insolvency proceeding is filed against Tenant and the same is not discharged within sixty (60) days, or Tenant is adjudicated as bankrupt, Landlord shall have the option of terminating this Lease. Upon such written notice being given by Landlord to Tenant, the term of this Lease shall, at the option of Landlord, end and Landlord shall be entitled to immediate possession of the Premises and to recover damages from Tenant in accordance with the provisions of Article 17 hereof.

14. TRANSFER OF LANDLORD'S INTEREST Landlord shall have the right to convey, transfer or assign, by sale or otherwise, all or any part of its ownership interest in the property, including the Premises, at any time and from time to time and to any person, subject to the terms and conditions of this Lease. All covenants and obligations of Landlord under this Lease shall cease upon the execution of such conveyance, transfer or assignment, but such covenants and obligations shall run with the land and shall be binding upon the subsequent owner(s) thereof or of this Lease during the periods of their ownership thereof.

15. ESTOPPEL CERTIFICATE Tenant agrees, at any time, and from time to time, upon not less than ten (10) days' prior notice by Landlord, to execute, acknowledge and deliver to Landlord, a statement in writing addressed to Landlord or other party designated by Landlord certifying that this Lease is in full force and effect (or, if there have been modifications, that the same is in full force and effect as modified and stating the modifications), stating the actual commencement and expiration dates of the Lease, stating the dates to which rent, and other charges, if any, have been paid, that the Premises have been completed on or before the date of such certificate and that all conditions precedent to the Lease taking effect have been carried out, that Tenant has accepted possession, that the Lease term has commenced, Tenant is occupying the Premises and is open for business, and stating whether or not there exists any default by either party contained in this Lease, and if so specifying each such default of which the signer may have knowledge and the claims or offsets, if any, claimed by Tenant; it being intended that any such statement delivered pursuant hereto may be relied upon by Landlord or a purchaser of Landlord's interest and by any mortgagee or prospective mortgage of any mortgage affecting the Premises. If Tenant does not deliver such statement to Landlord within such ten (10) day period, Landlord may conclusively presume and rely upon the following facts: (i) that the terms and provisions of this Lease have not been changed except as otherwise represented by Landlord; (ii) that this Lease has not been canceled or terminated except as otherwise represented by Landlord; (iii) that not more than one (1) month's minimum rent or other charges have been paid in advance; and (iv) that Landlord is not in default under the Lease; and (v) no disputes exist. In such event Tenant shall be estopped from denying the truth of such facts. Tenant shall also, on ten (10) days' written notice, provide an agreement in favor of and in the form customarily used by such encumbrance holder, by the terms of which Tenant will agree to give prompt written notice to any such encumbrance holder in the event of any casualty damage to the Premises or in the event of any default on the part of Landlord under this Lease, and will agree to

allow such encumbrance holder a reasonable length of time after notice to cure or cause the curing of such default before exercising Tenant's right of self-help under this Lease, if any, or terminating or declaring a default under this Lease.

16. DAMAGE TO THE PREMISES If the Building or the Premises shall be partially damaged by fire or other cause without the fault or neglect of Tenant, its agents, employees or invitees, Landlord shall diligently and as soon as practicable after such damage occurs repair such damage at the expense of Landlord, provided, however, that if the Building is damaged by fire or other cause to such extent that the damage cannot be fully repaired within ninety (90) days from the date of such damage, Landlord or Tenant, upon written notice to the other, may terminate this Lease, in which event the rent shall be apportioned and paid to the date of such damage. During the period that Tenant is deprived of the use of the damaged portion of Premises, Tenant shall be required to pay rental covering only that part of the Premises that Tenant is able to occupy, and Rent for such occupied space shall be the total rent divided by the square foot area of the Premises and multiplied by the square foot area that the Tenant is able to occupy.

17. DEFAULT OF TENANT If Tenant shall fail to pay any monthly installment of Rent and/or as required by this Lease, or shall violate or fail to perform any of the other conditions, covenants or agreement on its part contained in this Lease and such failure to pay Rent or such violation or failure shall continue for a period of ten (10) days after the due date of such payment or after written notice of any such violation or failure to perform by Tenant, then and in any of such events this Lease shall, at the option of Landlord, cease and terminate upon at least ten (10) days' prior written notice of such election to Tenant by Landlord, and if such failure to pay rent or such violation or failure shall continue to the date set forth in such notice of termination, then this Lease shall cease and terminate without further notice to quit or of Landlord's intention to re-enter, the same being hereby waived, and Landlord may proceed to recover possession under and by virtue of the provisions of the laws of Virginia, or by such other proceedings, including re-entry and possession, as may be applicable. If Landlord elects to terminate this Lease, everything herein contained on the part of Landlord to be done and performed shall cease without prejudice, however, to the right of Landlord to recover from the Tenant all rental accrued up to the time of termination or recovery of possession by Landlord, whichever is later. Should this Lease be terminated before the expiration of the term of this Lease by reason of Tenant's default as hereinabove provided, or if Tenant shall abandon or vacate the Premises before the expiration or termination of the term of this Lease, Landlord shall use its best efforts to relet the Premises on the best rental terms reasonably available under the circumstances and if the full rental hereinabove provided shall not be realized by Landlord, Tenant shall be liable for any deficiency in rent. Any damage or loss of rental sustained by Landlord may be recovered by Landlord, at Landlord's option, at the time of the reletting, or in separate actions from time to time, as such damage shall have been made more easily ascertainable by successive relettings, or at Landlord's option, may be deferred until the expiration of the term of this Lease in which event the cause of action shall not be deemed to have accrued until the date of expiration of such term. The provisions contained in this paragraph shall not prohibit any claim Landlord may have against Tenant for anticipatory breach of the unexpired term of this Lease.

18. CONDEMNATION If any part of the Building or a substantial part of the Premises shall be taken or condemned by any governmental authority for any public or quasi-public use or purpose (including sale under threat of such a taking) then the term of this Lease shall cease and terminate as of the date when title vests in such governmental authority, and the annual rental shall be abated on the date when such title vests in such governmental authority. If less than a substantial part of the common area of the Premises is taken or condemned by any governmental

authority for any public or quasi-public use or purpose, the rent shall be equitably adjusted on the date when title vests in such governmental authority and the Lease shall otherwise continue in full force and effect. Tenant shall have no claim against Landlord (or otherwise) for any portion of the amount that may be awarded as damages as a result of any governmental taking or condemnation (or sale under threat of such taking or condemnation) or for the value of any unexpired term of the Lease. For purposes of this Article 18, a substantial part of the Premises shall be considered to have been taken if more than fifty percent (50%) of the Premises are unusable by Tenant.

19. COVENANTS OF LANDLORD Landlord covenants that it has the right to make this Lease for the term aforesaid, and that if Tenant shall pay the Rent and perform all of the covenants, terms and conditions of this Lease to be performed by Tenant, Tenant shall, during the term hereby created, freely, peaceably and quietly occupy and enjoy the full possession of the Premises without molestation or hindrance by Landlord or any party claiming through or under Landlord.

20. NO PARTNERSHIP Nothing contained in this Lease shall be deemed or construed to create a partnership or joint venture of or between the Landlord and Tenant, or to create any other relationship between the parties hereto other than that of Landlord and Tenant.

21. BROKER'S COMMISSION Tenant represents and warrants that it has incurred no claims or finder's fees in connection with the execution of this Lease.

22. NOTICES All notices or other communications hereunder shall be in writing and shall be deemed duly given if delivered in person or by certified or registered mail, return receipt requested, first-class postage prepaid, (i) if to Landlord at City of Roanoke, 111 Franklin Road, Suite 200, Roanoke, Virginia 24011, Attention: Director of Economic, and (ii) if to Tenant, at 328 Griffith Lane, Floyd, VA 24091, unless notice of a change of address is given pursuant to the provisions of this Article.

23. HOLDING OVER In the event that Tenant shall not immediately surrender the Premises on the date of expiration of the term hereof, Lease shall automatically renew itself month to month, at twice the Rent rate for the last year of the Lease plus all other charges accruing under this Lease, and subject to all covenants, provisions and conditions herein contained. Landlord and tenant shall both have the right to terminate the holdover tenancy upon thirty (30) days written notice. Tenant shall not interpose any counterclaim(s) in a summary proceeding or other action based on holdover.

24. BENEFIT AND BURDEN The provisions of this Lease shall be binding upon, and shall inure to the benefit of, the parties hereto and each of their respective representatives, successors and assigns.

25. GENDER AND NUMBER Feminine or neuter pronouns shall be substituted for those of the masculine form, and the plural shall be substituted for the singular number, in any place or places herein in which the context may require such substitution.

26. ENTIRE AGREEMENT This Lease, together with any exhibits attached hereto, contains and embodies the entire agreement of the parties hereto, and representations, inducements or agreements, oral or otherwise, between the parties not contained in this Lease and exhibits, shall not be of any force or effect. This Lease may not be modified, changed or terminated in whole or in part in any manner other than by an agreement in writing duly signed by both parties hereto.

27. INVALIDITY OF PARTICULAR PROVISIONS If any provision of this Lease or the application thereof to any person or circumstances shall to any extent be invalid or unenforceable, the remainder of this Lease, or the application of such provisions to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.

28. HAZARDOUS SUBSTANCES Tenant covenants and warrants that Tenant, and Tenant's use of Premises and any alterations thereto will at all times comply with and conform to all laws, statutes, ordinances, rules and regulations of any governmental, quasi-governmental or regulatory authorities ("Laws") which relate to the transportation, storage, placement handling, treatment, discharge, generation, removal production or disposal (collectively "Treatment") of any waste petroleum product, waste products, radioactive waste, Polychlorinated Biphenyls (PCB), asbestos, lead-based paint, or other hazardous materials of any kind, and any substance which is regulated by any law, statute, ordinance, rule or regulation (collectively "Waste"). Tenant further covenants and warrants that it will not engage in or permit any person or entity to engage in any Treatment of any Waste on or which affects the Premises.

Immediately upon receipt of any Notice (as hereinafter defined) from any person or entity, Tenant shall deliver to Landlord a true, correct and complete copy of any written Notice. "Notice" shall mean any note, notice or report of any suit, proceedings, investigation, order, consent order, injunction, writ, award or action related to or affecting or indicating the Treatment of any Waste in or affecting the Premises.

Tenant hereby agrees it will indemnify, defend, save and hold harmless Landlord and Landlord's officers, directors, shareholders, employees, agents, partners, and the respective heirs, successors and assigns (collectively "Indemnified Parties") against and from, and to reimburse the Indemnified Parties with respect to, any and all damages, claims, liabilities, loss, costs and expense (including, without limitation all attorney's fees and expenses, court costs, administrative costs and costs of appeals), incurred by or asserted against the Indemnified Parties by reason of or arising out of: (a) the breach of any representation or undertaking of Tenant under this section or (b) arising out of the Treatment of any waste by Tenant or any licensee, concessionaire, manager or other party occupying or using the Premises.

Landlord is given the right, but not the obligation, to inspect and monitor the Premises and Tenant's use of the Premises, including the right to review paperwork associated with Treatment activities in order to confirm Tenant's compliance with the terms of this Section. Landlord may require that Tenant deliver to Landlord concurrent with Tenant's vacating the Premises upon the expiration of this Lease, or any earlier vacation of the Premises by Tenant, at Tenant's expense, a certified statement by licensed engineers satisfactory to the Landlord, in form and substance satisfactory to Landlord, stating that Tenant, and any alterations thereto and Tenant's use of the Premises complied and conformed to all Laws relating to the Treatment of any Waste in or affecting the Premises. .

Tenant agrees to deliver upon request from Landlord estoppel certificates to Landlord expressly stipulating whether Tenant is engaged in or has engaged in the Treatment of any Waste in or affecting the Premises, and whether Tenant has caused any spill, contamination, discharge, leakage, release or escape of any Waste in or affecting the Premises, whether sudden or gradual, accidental or anticipated, or any other nature at or affecting the Premises and whether, to the best of the Tenant's knowledge, such an occurrence has otherwise occurred at or affecting the Premises.

29. INSURANCE Prior to the delivery of possession of the Premises to Tenant, Tenant shall provide Landlord evidence satisfactory to Landlord (i) that fire and casualty and workers' compensation policies in amount and in form and content satisfactory to Landlord have been issued by a company or companies satisfactory to Landlord and will be maintained throughout the course of Tenant's work at Tenant's cost and expense and (ii) that Tenant has complied with the comprehensive liability insurance requirements set forth in the following paragraph.

Tenant will, at all times commencing on the date of delivery of possession of the Premises to Tenant, at its own cost and expense, carry with a company or companies, satisfactory to Landlord, comprehensive general liability insurance including public liability and property damage, in a form satisfactory to Landlord, on the Premises, with the combined single liability limits of not less than One Million Dollars (\$1,000,000.00) per occurrence, which insurance shall be written or endorsed so as to protect Landlord, its officers, agents and employees as additional insureds. The Tenant agrees that the above stated limits and coverages are minimum limits and coverages, and that Tenant shall provide such additional insurance as set forth above, in such amounts and against such risk as may be required in the Landlord's sole but reasonable judgment, to equal the amounts and types of coverages carried by prudent owners and operators of properties similar to the Building. Tenant shall increase such limits at its discretion or upon reasonable request of Landlord but not more often than once every year and such increases shall not be in excess of generally accepted standards in the industry. Tenant covenants that certificates of all of the insurance policies required under this Lease, and their renewal or replacement, shall be delivered to Landlord promptly without demand upon the commencement of the term of this Lease and upon each renewal of the insurance. Such policy or policies shall also provide that it shall not be cancelled nor shall there be any change in the scope or amount of coverage of the policy without thirty (30) days prior written notice to Landlord. If same is not provided with ten (10) days after demand, Landlord is authorized to secure such policy from such companies as it deems appropriate and collect from Tenant in such a manner as it deems appropriate the cost of the premium.

30. SECURITY DEPOSIT Intentionally omitted

31. INDEMNIFICATION Tenant agrees to save and to protect, indemnify and hold Landlord harmless from and against and to reimburse Landlord from any and all liabilities, damages, costs, expenses, including, without limitation, reasonable attorneys' fees, causes of action, suits, claims, demands, or judgments of any nature whatsoever arising from injury to or death of persons or damages to property resulting from Tenant's use of the Premises caused by any act or omission, whether intentional or otherwise, of Tenant or its employees, servants, contractors or agents.

32. COMPLIANCE WITH LAWS AND REGULATIONS Tenant agrees to and will comply with all applicable federal, state and local laws, ordinances and regulations. Tenant acknowledges and agrees that it will dispose of trash and grease in the containers designated by the Landlord for such disposal and not dispose of such substances in a manner that would violate applicable federal, state and local laws, ordinances or regulations.

33. FORUM SELECTION AND CHOICE OF LAW By virtue of entering into this Lease, Tenant submits itself to a court of competent jurisdiction in the City of Roanoke, Virginia, and further agrees that this Lease is controlled by the laws of the Commonwealth of Virginia and that all claims, disputes, and other matters shall only be decided by such court according to the laws of the Commonwealth of Virginia.

34. FORCE MAJEURE In the event that either party hereto shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of strikes, lockouts, labor troubles, inability to procure materials, failure of power, restrictive governmental laws or regulations, riots, insurrection, war, or other reason of a like nature not the fault of the party delayed in performing the work or doing acts required under the terms of this Lease, then the time allowed for performance for such act shall be extended by a period equivalent to the period of such delay. The provisions of this Section shall not operate to excuse Tenant from the prompt payment of rent, Common Area Maintenance Fee or any other payments required by the terms of this Lease.

35. EQUAL EMPLOYMENT OPPORTUNITY: During the performance of this Agreement, Tenant agrees as follows:

- (a) Tenant will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of its business. Tenant agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- (b) Tenant, in all solicitations or advertisements for employees placed by or on behalf of Tenant, will state that Tenant is an equal opportunity employer.
- (c) Tenant will include the provisions of the foregoing subsections (a) and (b) in every contract or purchase order of over ten thousand dollars and no cents (\$10,000.00) so that the provisions will be binding upon each contractor or vendor.

36. DRUG-FREE WORKPLACE:

- (a) During the performance of this Agreement, Tenant agrees to (i) provide a drug-free workplace for its employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of Tenant that Tenant maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
- (b) For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contract awarded to a contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the Agreement.

37. RULES AND REGULATIONS Tenant agrees to comply and adhere to Landlord's rules and regulations concerning the Building as stated in the attached Exhibit "D" attached hereto and made part of this Lease

38. SIGNAGE Tenant agrees to comply and adhere to Landlord's regulations

concerning signage as stated in the attached Exhibit "E" attached hereto and made part of this Lease.

39. GUARANTY Intentionally omitted

Witness Signature

LANDLORD:

CITY OF ROANOKE

Witness Printed Name

Witness Signature

By: _____

Print Name: Darlene Burcham

Witness Printed Name

Title: City Manager

Witness Signature

TENANT:

David Z. Estrada d/b/a Chico's Big Lick Pizza

Witness Printed Name

Witness Signature

By: _____

Print Name: David Z. Estrada

Witness Printed Name

Title: _____

EXHIBIT A
FLOOR PLAN

EXHIBIT B

COMMON AREAS FLOOR PLAN

Attach here

EXHIBIT C

MENU

Attach here if Food Court Tenant

TO BE PROVIDED BY TENANT

EXHIBIT D

RULES AND REGULATIONS

1. All trash must be kept in a covered container, or if requested by Landlord, in a Dumpster or similar container furnished and serviced at Tenant's expense.
2. Tenant shall keep lights on in show windows, leased food court space and lights on under marquee, if any, from 10:00 a.m. until 6:00 p.m.
3. Tenant agrees to handle all deliveries and refuse through the Salem Avenue entrance (if one) of the Premises.
4. No sign shall be permanently affixed to the plate glass of any window without prior written consent of Landlord.
5. No solicitation material shall be displayed inside the building or affixed to the exterior of the building.
6. Tenant shall keep Premise's, windows and window frames clean (inside and out) at all times and wash them weekly.
7. Tenant shall keep Premises' floors free of trash, chewing gum and other debris, and shall scrub and wax all tile or plastic flooring at least weekly.
8. Tenant is responsible for the replacement of light bulbs in its space
9. Tenant is responsible for the replacement of air-filters and the monthly maintenance of their exhaust fans in its Premises by a licensed contractor on a basis predetermined by the Landlord.
10. Tenant shall be responsible for breaking down and having all cardboard boxes ready for pick up.
11. (Applies only to Food Court Vendors) Providing the availability of space for the purpose of storage, Landlord will allocate equally among all food vendors a set amount of space for the storage of a freezer or a refrigerator, food items and paper products. Items must be stored in accordance with Health and Fire codes. No restaurant equipment (unused or in disrepair) is to be stored in the area under any circumstances. Any prohibited items stored in this area will be removed at Tenant's expense. Tenant's not maintaining their own storage space per Health and Fire code requirements will be assessed a \$100.00 fee per occurrence. If a Tenant's space is in violation more than three times in a given year, Landlord will rescind Tenant's option to use available space.

EXHIBIT E

SIGN REGULATION

No sign, advertisement or notice shall be inscribed, painted, affixed or displayed on walls, windows, or any part of the outside or the inside of the Building except on the awnings, directories, and then only in such place, number, size, color and style as it approved Landlord. If Tenant nevertheless exhibits such sign, advertisement or notice, Landlord shall have the right to remove the same and Tenant shall be liable for any and all expenses incurred by Landlord by such removal. Tenant further agrees to maintain such sign, awning, canopy, decoration, lettering, advertising matter or other thing as may be approved in good condition and repair at all times. Landlord shall have the right to prohibit any advertisement of Tenant which in its opinion tends to impair the reputation of the Building or its desirability as a high-quality festival marketplace for retail stores or food related businesses, other institutions of like nature, and, upon written notice from Landlord, Tenant shall immediately refrain from and discontinue any such advertisement.

EXHIBIT F
GUARANTY
PERSONAL GUARANTEE

Intentionally omitted

IN THE COUNCIL OF THE CITY OF ROANOKE, VIRGINIA,

AN ORDINANCE authorizing the lease of approximately 680.5 square feet of space located within City-owned property known as the City Market Building, located at 32 Market Square, for a term of three (3) years beginning March 1, 2006, through February 28, 2009; authorizing the appropriate City officials to execute a lease agreement therefore; and dispensing with the second reading of this ordinance by title.

WHEREAS, a public hearing was held on February 6, 2006, pursuant to §§15.2-1800(B) and 1813, Code of Virginia (1950), as amended, at which hearing all parties in interest and citizens were afforded an opportunity to be heard on the proposed lease.

THEREFORE, BE IT ORDAINED by the Council of the City of Roanoke that:

1. The City Manager and the City Clerk are hereby authorized to execute and attest, respectively, in a form approved by the City Attorney, an agreement with David Z. Estrada, owner and operator of Chico's Big Lick Pizza, for the lease of approximately 680.5 square feet of space located within City-owned property known as the City Market Building, located at 32 Market Square, for a term of three (3) years beginning March 1, 2006, through February 28, 2009, upon certain terms and conditions, and as more particularly described in the City Manager's letter to this Council dated February 6, 2006.

2. Pursuant to the provisions of Section 12 of the City Charter, the second reading of this ordinance by title is hereby dispensed with.

ATTEST:

City Clerk.



CITY OF ROANOKE

OFFICE OF THE CITY MANAGER

Noel C. Taylor Municipal Building
215 Church Avenue, S.W., Room 364
Roanoke, Virginia 24011-1591

Telephone: (540) 853-2333

Fax: (540) 853-1138

City Web: www.roanokeva.gov

February 6, 2006

Honorable C. Nelson Harris, Mayor
Honorable Beverly T. Fitzpatrick, Jr., Vice Mayor
Honorable M. Rupert Cutler, Council Member
Honorable Alfred T. Dowe, Jr., Council Member
Honorable Sherman P. Lea, Council Member
Honorable Brenda L. McDaniel, Council Member
Honorable Brian J. Wishneff, Council Member

Dear Mayor Harris and Members of Council:

Subject: Market Building Lease

Background:

The City of Roanoke owns the City Market Building located at 32 Market Square, Roanoke, Virginia 24011. The City of Roanoke began management of the Building on May 1, 2005, after the former management company, Advantis Real Estate, terminated the management contract for this property.

Georgia Raines Crump, owner and operator of Nuts n Sweet Things/Lickety Split, has requested a lease agreement for approximately 290 square feet to operate a restaurant serving sweets, ice cream/frozen yogurt cuisine. The proposed lease agreement is for a three (3) year period, beginning March 1, 2006, through February 28, 2009. The proposed agreement establishes a base rent rate of the following:

Period	Per Square Foot	Monthly Rent Amount	Annual Rent Amount
3/1/06 - 8/31/06	\$33.62	\$812.48	\$4,874.90
9/1/06 - 2/28/07	\$28.00	\$676.67	\$4,060.00
3/1/07 - 2/29/08	\$28.84	\$696.97	\$8,363.60
3/1/08 - 2/28/09	\$29.71	\$717.88	\$8,614.51

The initial two six month periods of the proposed rent provides a transition from the lease rate in Ms. Crump's previously expired lease into the new per square foot rent structure that has been identified in the Market Building for food court tenants. The common area maintenance fee is \$300.00 per month that will increase by 3.00% upon each anniversary of this Lease. Nuts n Sweet Things/Lickety Split restaurant has been a tenant of the Market Building since October 1, 1995. There is no renewal provision in this lease.

Recommended Action:

Authorize the City Manager to execute a lease agreement with Georgia Raines Crump d/b/a Nuts n Sweet Things/Lickety Split, for approximately 290 square feet in the City Market Building located at 32 Market Square, Roanoke, Virginia 24011, for a period of three (3) years, beginning March 1, 2006, and expiring February 28, 2009. All documents shall be upon form approved by the City Attorney.

Respectfully submitted,


Darlene L. Burcham
City Manager

DLB:lpp

c: Mary F. Parker, City Clerk
William M. Hackworth, City Attorney
Jesse A. Hall, Director of Finance
Rolanda Russell, Assistant City Manager
Brian Townsend, Director Planning, Building and Economic Development
David Collins, Assistant City Attorney
Lisa Poindexter-Plaia, Economic Development Specialist

CM06-00017

LEASE

Between

THE CITY OF ROANOKE

and

Georgia Raines Crump d/b/a Nuts n Sweet Things/ Lickety Split

LEASE
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LEASE

THIS LEASE is made this ____ day of _____ 2006 by and between the CITY OF ROANOKE (hereinafter referred to as "Landlord"), and **Georgia Raines Crump d/b/a Nuts n Sweet Things/Lickety Split**, (hereinafter referred to as "Tenant"),

WITNESSETH:

In consideration of the mutual agreements hereinafter set forth, the parties hereto mutually agree as follows:

- 1. PREMISES** Landlord hereby leases to Tenant and Tenant hereby leases from Landlord, for the term and upon the conditions hereinafter provided, a section of the building known as the Roanoke City Market Building (herein referred to as the "Building") located at 32 Market Square, Stall #125, Roanoke, Virginia 24011, as is delineated on Exhibit "A" hereto, which is hereafter referred to as the "Premises." The Premises consists of approximately 290 square feet of space.
- 2. TERM** The term of this Lease shall commence on **March 1, 2006** ("Commencement Date") and shall expire at 11:59 o'clock p.m. on **February 28, 2009**. A key will be given to Tenant upon execution of the Lease.

- 3. BASE RENT; ESCALATIONS** The base rent for the first year of the term shall be based on cost per square foot. Tenant shall pay as base rent for the Premises for each year of the Lease according to the following schedule:

Period	Per Square Foot	Monthly Rent Amount	Annual Rent Amount
3/1/06 to 8/31/06	\$33.62	\$812.44	\$4,874.90
9/1/06 to 2/28/07	\$28.00	\$676.67	\$4,060.00
3/1/07 to 2/29/08	\$28.84	\$696.97	\$8,363.60
3/1/08 to 2/28/09	\$29.71	\$717.88	\$8,614.51

If the Commencement Date is other than the first day of the month, the first year of the Lease term shall be deemed to be extended to include such partial month and the following twelve (12) months, so as to end on the last day of the month. In the event the Commencement Date is other than the first day of a calendar month, the Base Rent ("Rent") (as well as the Common Area Maintenance Fee provided hereunder) for the portion of the then current calendar month shall be prorated on the basis of a thirty (30) day month and shall be paid immediately upon the commencement of the Term.

On the first anniversary of the Lease, and upon each successive anniversary thereafter, the monthly rent for the next twelve (12) months shall be increased by three percent (3%) of the previous year's monthly rental.

Rent shall be paid monthly. The first monthly payment shall be made at the time of execution of this Lease by the parties; the second and all subsequent monthly payments shall be made on the first day of each and every calendar month during the term. Any monthly payment of rent which is not received by Landlord by the end of the fifth (5th) day of the month shall be assessed a late charge in the amount of five percent (5%) of such total monthly rent payment. All delinquent rent, and other charges due under this Lease shall accrue interest at a rate equal to the current prime rate, as established by the United States Government, plus two percent (2%) per month or the maximum amount permitted by law, from the due date of such payment and shall constitute additional rent payable by Tenant under

this Lease and shall be paid by Tenant to Landlord upon demand. Payment shall not be deemed as received if Tenant's payment is not actually collected (such as payment by insufficient funds check). Tenant shall pay rent to Landlord at City of Roanoke, 111 Franklin Road, Suite 200, Roanoke, Virginia 24011, Attention: Director of Economic Development, or to such other party or at such other address as Landlord may designate from time to time by written notice to Tenant, without demand. Checks shall be made payable to Treasurer, City of Roanoke.

4. COMMON AREA MAINTENANCE Tenant agrees to pay Landlord, as additional rental, Tenant's proportionate share of the costs ("Common Area Maintenance Fee") of maintaining, operating, repairing, replacing and insuring the "Common Areas" defined herein.

The Common Area Maintenance Fee for this lease will be a flat fee charge of **Three hundred Dollars (\$300.00)** per month. These fees will increase by three (3%) percent upon each anniversary of this Lease.

The term "Common Area Maintenance Fee" includes all costs and expenses of every kind and nature paid or incurred by Landlord in operating, managing, equipping, policing, lighting, repairing, replacing items in the Building and maintaining the Building. Such costs and expenses will include, but not be limited to, the following:

- (a) utilities (electric, gas, waste removal, water and sewer charges, storm water charges; individual telephone service is specifically excluded),
- (b) insurance premiums for public liability and property damage for the Building(excluding Tenant's Premises)
- (c) maintenance costs of heating, ventilating and air conditioning,
- (d) insect and rodent treatment,
- (e) snow and ice removal,
- (f) electrical and plumbing repairs in the Common Areas of the Building,
- (g) management costs and repairs to the structure of Building which includes roof and wall repairs, foundations, sprinkler systems, utility lines, sidewalks and curbs,
- (h) security camera systems,
- (i) lighting,
- (j) sanitary control, drainage, collection of rubbish and other refuse,
- (k) costs to remedy and/or comply with governmental and/or environmental and hazardous waste matters(excluding Tenant's Premises)
- (l) repair and installation of equipment for energy saving or safety purposes,
- (m) reserves for future maintenance and repair work (which Tenant hereby authorize Landlord to use as necessary),
- (n) depreciation on equipment and machinery used in maintenance, costs of personnel required to provide such services,
- (o) all costs and expenses associated with Landlord's obligation to repair and maintain and such other items of cost and expense which are relatable to proper maintenance of the Building and its Common Areas.

The "Common Areas" are defined as all areas and spaces in the Building and equipment in the Building, as further shown on the attached Exhibit B provided by Landlord for common or joint use and benefit of the tenants of the Building, their employees, agents, servants, customers and invitees. The Common Areas further include, without limitation, roofs, walls, vacant areas, food court, elevator(s), restrooms, stairways, walkways, ramps, foundations, signs (excluding Tenant's signage), security cameras, lighting fixtures and equipment, and the facilities appurtenant to each of the aforesaid, and any other facilities maintained for the benefit of the Building. Landlord shall have the right to modify the Common Areas from time to time as deemed reasonable by Landlord.

5. LANDLORD'S OBLIGATIONS Landlord hereby agrees to provide and be responsible for the following:

- (a) make all structural and capital repairs and replacements to items in the Building and to the Common Areas, as defined above, and to maintain the Building and its Common Areas. Structural and capital repairs and replacements are defined as repairs or replacements which include but are not limited to repairs or replacements to the roof, elevators, electrical wiring, heating and air conditioning systems, toilets, water pipes, gas, plumbing, other electrical fixtures and the exterior and interior walls. Structural and capital repairs to Tenant's Premises are specifically excluded.
- (b) pay for the cost of Tenant's utilities (gas, electric, heating, water, telephone service specifically excluded) and all other services identified through use of funds from the Common Area Maintenance Fee described above.
- (c) provide a key to Tenant upon execution of the Lease Agreement,

6. TENANT'S OBLIGATIONS Tenant, at its sole cost and expense, agrees to provide and be responsible for the following, in addition to its other responsibilities pursuant to this Lease.

- (a) Tenant shall keep and maintain the Premise in good repair, condition and appearance during the term of this Lease, ordinary wear and tear excepted, and not use any part of the Premises or the Common Areas of the Building in a negligent manner.
- (b) Tenant shall take good care of the Premises, its fixtures, and appurtenances and suffer no waste or injury thereto, and shall pay for all repairs and replacements to the Premises, necessitated by Tenant's actions, whether capital, structural as defined above, or otherwise.
- (c) Tenant shall surrender the Premises at the end of the term in as good condition as Tenant obtained the same at the commencement of the term, reasonable wear and tear excepted.
- (d) Tenant shall operate its business as described in Section 7 of this Lease.
- (e) Tenant shall pay rent timely as provided in Section 3 of this Lease.
- (f) Tenant shall obtain the insurance as required in Section 29 of this Lease.

7. USE OF PREMISES The Premises shall be used for the purpose of conducting therein the sale of Restaurant serving **sweets, ice cream/frozen yogurt** cuisine. Tenant covenants and agrees that at all times during the term hereof, Tenant will actively conduct such a business in the Premises, keep the Premises amply stocked with good and fresh merchandise and keep the Premises open for business during the customary business hours of 10:00 a.m. to 6:00 p.m. (not less than eight (8) hours per day, Monday through Saturday) of the Building as established or as may be amended by Landlord and (ii) the Premises shall be used only for such purpose. The Building will be closed for the following Holidays or as observed: New Year's Day, Memorial Day, Labor Day, Thanksgiving Day and Christmas Day. Nothing herein shall require the City of Roanoke to open the Building outside of the above designated hours. The Premises shall not be used for any other purpose without the written permission of Landlord. Tenant shall not open the Building to the public outside of the customary business hours or on the Holidays stated above.

8. EXCLUSIVITY Tenant operates a restaurant serving **sweets, ice cream/frozen yogurt** cuisine as outlined in attached menu noted as Exhibit "C". Tenant must obtain written approval of Landlord before adding any item, other than soft drink beverages, to its menu and shall pay a \$100 per item to the Landlord if Tenant does not obtain such approval. If menu changes persist beyond thirty (30) days without the written approval of the Landlord the tenant is thereby in default of its Lease. Landlord and Tenant acknowledge that it is the intent of the parties that current and prospective tenants of the Building not be allowed to market products that would impair the sales of the other tenants of the Building. Accordingly, Landlord agrees not to lease to tenants selling similar food, cuisine or fare as existing tenants of the Market Building, as determined in the sole discretion of the Landlord, or which will in the opinion of the Landlord be inconsistent with the intended uses of the Building. Tenant further agrees not to market any product that would impair a current Tenant's sales. Tenant acknowledges and agrees that if there is any disagreement over whether any item sold by a tenant is an item sold by another tenant of the Building that would impair Tenant's sales, such dispute shall be determined and resolved in the Landlord's sole discretion.

9. ASSIGNMENT AND SUBLETTING Tenant shall not voluntarily or involuntarily assign this Lease in whole or in part, nor sublet all or any part of the Premises without following the procedures detailed herein and obtaining the prior written consent of Landlord, in Landlord's sole discretion. The consent by Landlord to any assignment or subletting shall not constitute a waiver of the necessity for such consent in any subsequent assignment or subletting.

In the event that Tenant receives a bona fide written offer from a third party for the sublease or assignment of the Premises, Tenant shall forthwith notify Landlord in writing, attaching a copy of such offer, of Tenant's desire to sublet or assign this Lease upon the terms of such offer, whereupon Landlord shall have thirty (30) days to accept or reject such assignment or sublease.

10. IMPROVEMENTS Landlord must approve all alterations, redecorations, or improvements in and to the Premises in writing beforehand. Such alterations, redecorations, additions, or improvements shall conform to all applicable Building Codes of the City of Roanoke, federal and state laws, rules and regulations.

11. SURRENDER OF PREMISES At the expiration of the tenancy hereby created, Tenant shall peaceably surrender the Premises, including all alterations, additions, improvements, decorations and repairs made thereto (but excluding all trade fixtures, equipment, signs and other personal property installed by Tenant, provided that in no event shall Tenant remove any of the following materials or equipment without Landlord's prior written consent: any free standing signs, any power wiring or power panels; lighting or lighting fixtures; wall coverings; drapes, blinds or other window coverings; carpets or other floor coverings; or other similar building operating equipment and decorations), broom cleaned and in good condition and repair, reasonable wear and tear excepted. Tenant shall remove all its property not required to be surrendered to Landlord before surrendering the Premises and shall repair any damage to the Premises caused thereby. Any personal property remaining in the Premises at the expiration of the Lease shall be deemed abandoned by Tenant, and Landlord may claim the same and shall in no circumstance have any liability to Tenant therefore. If physical alterations were done by Tenant, Landlord, at its option, may require Tenant to return Premises to its original condition (condition at occupancy) when Tenant vacates Premises. Upon termination, Tenant shall also surrender all keys for the Premises to Landlord and, if applicable, inform Landlord of any combinations of locks or safes in the Premises. If the Premises are not surrendered at the end of the term as herein above set out, Tenant shall indemnify Landlord against loss or liability resulting from delay by Tenant in so surrendering the Premises, including without limitation, claims made

by the succeeding Tenant founded on such delay. Tenant's obligation to observe or perform this covenant shall survive the expiration or other termination of the term of this Lease.

12. INSPECTION Tenant will permit Landlord, or its representative, to enter the Premises, upon reasonable notice to Tenant, without charge thereof to Landlord and without diminution of the rent payable by Tenant, to examine, inspect and protect the same, and to make such alterations and/or repairs as in the judgment of Landlord may be deemed necessary, or to exhibit the same to prospective Tenants during the last one hundred twenty (120) days of the term of this Lease.

13. INSOLVENCY OR BANKRUPTCY OF TENANT In the event Tenant makes an assignment for the benefit of creditors, or a receiver of Tenant's assets is appointed, or Tenant files a voluntary petition in any bankruptcy or insolvency proceeding, or an involuntary petition in any bankruptcy or insolvency proceeding is filed against Tenant and the same is not discharged within sixty (60) days, or Tenant is adjudicated as bankrupt, Landlord shall have the option of terminating this Lease. Upon such written notice being given by Landlord to Tenant, the term of this Lease shall, at the option of Landlord, end and Landlord shall be entitled to immediate possession of the Premises and to recover damages from Tenant in accordance with the provisions of Article 17 hereof.

14. TRANSFER OF LANDLORD'S INTEREST Landlord shall have the right to convey, transfer or assign, by sale or otherwise, all or any part of its ownership interest in the property, including the Premises, at any time and from time to time and to any person, subject to the terms and conditions of this Lease. All covenants and obligations of Landlord under this Lease shall cease upon the execution of such conveyance, transfer or assignment, but such covenants and obligations shall run with the land and shall be binding upon the subsequent owner(s) thereof or of this Lease during the periods of their ownership thereof.

15. ESTOPPEL CERTIFICATE Tenant agrees, at any time, and from time to time, upon not less than ten (10) days' prior notice by Landlord, to execute, acknowledge and deliver to Landlord, a statement in writing addressed to Landlord or other party designated by Landlord certifying that this Lease is in full force and effect (or, if there have been modifications, that the same is in full force and effect as modified and stating the modifications), stating the actual commencement and expiration dates of the Lease, stating the dates to which rent, and other charges, if any, have been paid, that the Premises have been completed on or before the date of such certificate and that all conditions precedent to the Lease taking effect have been carried out, that Tenant has accepted possession, that the Lease term has commenced, Tenant is occupying the Premises and is open for business, and stating whether or not there exists any default by either party contained in this Lease, and if so specifying each such default of which the signer may have knowledge and the claims or offsets, if any, claimed by Tenant; it being intended that any such statement delivered pursuant hereto may be relied upon by Landlord or a purchaser of Landlord's interest and by any mortgagee or prospective mortgage of any mortgage affecting the Premises. If Tenant does not deliver such statement to Landlord within such ten (10) day period, Landlord may conclusively presume and rely upon the following facts: (i) that the terms and provisions of this Lease have not been changed except as otherwise represented by Landlord; (ii) that this Lease has not been canceled or terminated except as otherwise represented by Landlord; (iii) that not more than one (1) month's minimum rent or other charges have been paid in advance; and (iv) that Landlord is not in default under the Lease; and (v) no disputes exist. In such event Tenant shall be estopped from denying the truth of such facts. Tenant shall also, on ten (10) days' written notice, provide an agreement in favor of and in the form customarily used by such encumbrance holder, by the terms of which Tenant will agree to give prompt written notice to any

such encumbrance holder in the event of any casualty damage to the Premises or in the event of any default on the part of Landlord under this Lease, and will agree to allow such encumbrance holder a reasonable length of time after notice to cure or cause the curing of such default before exercising Tenant's right of self-help under this Lease, if any, or terminating or declaring a default under this Lease.

16. DAMAGE TO THE PREMISES If the Building or the Premises shall be partially damaged by fire or other cause without the fault or neglect of Tenant, its agents, employees or invitees, Landlord shall diligently and as soon as practicable after such damage occurs repair such damage at the expense of Landlord, provided, however, that if the Building is damaged by fire or other cause to such extent that the damage cannot be fully repaired within ninety (90) days from the date of such damage, Landlord or Tenant, upon written notice to the other, may terminate this Lease, in which event the rent shall be apportioned and paid to the date of such damage. During the period that Tenant is deprived of the use of the damaged portion of Premises, Tenant shall be required to pay rental covering only that part of the Premises that Tenant is able to occupy, and Rent for such occupied space shall be the total rent divided by the square foot area of the Premises and multiplied by the square foot area that the Tenant is able to occupy.

17. DEFAULT OF TENANT If Tenant shall fail to pay any monthly installment of Rent and/or as required by this Lease, or shall violate or fail to perform any of the other conditions, covenants or agreement on its part contained in this Lease and such failure to pay Rent or such violation or failure shall continue for a period of ten (10) days after the due date of such payment or after written notice of any such violation or failure to perform by Tenant, then and in any of such events this Lease shall, at the option of Landlord, cease and terminate upon at least ten (10) days' prior written notice of such election to Tenant by Landlord, and if such failure to pay rent or such violation or failure shall continue to the date set forth in such notice of termination, then this Lease shall cease and terminate without further notice to quit or of Landlord's intention to re-enter, the same being hereby waived, and Landlord may proceed to recover possession under and by virtue of the provisions of the laws of Virginia, or by such other proceedings, including re-entry and possession, as may be applicable. If Landlord elects to terminate this Lease, everything herein contained on the part of Landlord to be done and performed shall cease without prejudice, however, to the right of Landlord to recover from the Tenant all rental accrued up to the time of termination or recovery of possession by Landlord, whichever is later. Should this Lease be terminated before the expiration of the term of this Lease by reason of Tenant's default as hereinabove provided, or if Tenant shall abandon or vacate the Premises before the expiration or termination of the term of this Lease, Landlord shall use its best efforts to relet the Premises on the best rental terms reasonably available under the circumstances and if the full rental hereinabove provided shall not be realized by Landlord, Tenant shall be liable for any deficiency in rent. Any damage or loss of rental sustained by Landlord may be recovered by Landlord, at Landlord's option, at the time of the reletting, or in separate actions from time to time, as such damage shall have been made more easily ascertainable by successive relettings, or at Landlord's option, may be deferred until the expiration of the term of this Lease in which event the cause of action shall not be deemed to have accrued until the date of expiration of such term. The provisions contained in this paragraph shall not prohibit any claim Landlord may have against Tenant for anticipatory breach of the unexpired term of this Lease.

18. CONDEMNATION If any part of the Building or a substantial part of the Premises shall be taken or condemned by any governmental authority for any public or quasi-public use or purpose (including sale under threat of such a taking) then the term of this Lease shall cease and terminate as of the date when title vests in such governmental authority, and the annual rental shall be abated on the date

when such title vests in such governmental authority. If less than a substantial part of the common area of the Premises is taken or condemned by any governmental authority for any public or quasi-public use or purpose, the rent shall be equitably adjusted on the date when title vests in such governmental authority and the Lease shall otherwise continue in full force and effect. Tenant shall have no claim against Landlord (or otherwise) for any portion of the amount that may be awarded as damages as a result of any governmental taking or condemnation (or sale under threat of such taking or condemnation) or for the value of any unexpired term of the Lease. For purposes of this Article 18, a substantial part of the Premises shall be considered to have been taken if more than fifty percent (50%) of the Premises are unusable by Tenant.

19. COVENANTS OF LANDLORD Landlord covenants that it has the right to make this Lease for the term aforesaid, and that if Tenant shall pay the Rent and perform all of the covenants, terms and conditions of this Lease to be performed by Tenant, Tenant shall, during the term hereby created, freely, peaceably and quietly occupy and enjoy the full possession of the Premises without molestation or hindrance by Landlord or any party claiming through or under Landlord.

20. NO PARTNERSHIP Nothing contained in this Lease shall be deemed or construed to create a partnership or joint venture of or between the Landlord and Tenant, or to create any other relationship between the parties hereto other than that of Landlord and Tenant.

21. BROKER'S COMMISSION Tenant represents and warrants that it has incurred no claims or finder's fees in connection with the execution of this Lease.

22. NOTICES All notices or other communications hereunder shall be in writing and shall be deemed duly given if delivered in person or by certified or registered mail, return receipt requested, first-class postage prepaid, (i) if to Landlord at City of Roanoke, 111 Franklin Road, Suite 200, Roanoke, Virginia 24011, Attention: Director of Economic, and (ii) if to Tenant, at **1012 Stevens Road, Troutville, VA 24173**, unless notice of a change of address is given pursuant to the provisions of this Article.

23. HOLDING OVER In the event that Tenant shall not immediately surrender the Premises on the date of expiration of the term hereof, Lease shall automatically renew itself month to month, at twice the Rent rate for the last year of the Lease plus all other charges accruing under this Lease, and subject to all covenants, provisions and conditions herein contained. Landlord and tenant shall both have the right to terminate the holdover tenancy upon thirty (30) days written notice. Tenant shall not interpose any counterclaim(s) in a summary proceeding or other action based on holdover.

24. BENEFIT AND BURDEN The provisions of this Lease shall be binding upon, and shall inure to the benefit of, the parties hereto and each of their respective representatives, successors and assigns.

25. GENDER AND NUMBER Feminine or neuter pronouns shall be substituted for those of the masculine form, and the plural shall be substituted for the singular number, in any place or places herein in which the context may require such substitution.

26. ENTIRE AGREEMENT This Lease, together with any exhibits attached hereto, contains and embodies the entire agreement of the parties hereto, and representations, inducements or agreements, oral or otherwise, between the parties not contained in this Lease and exhibits, shall not be of any force or effect. This Lease may not be modified, changed or terminated in whole or in part in any

manner other than by an agreement in writing duly signed by both parties hereto.

27. INVALIDITY OF PARTICULAR PROVISIONS If any provision of this Lease or the application thereof to any person or circumstances shall to any extent be invalid or unenforceable, the remainder of this Lease, or the application of such provisions to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.

28. HAZARDOUS SUBSTANCES Tenant covenants and warrants that Tenant, and Tenant's use of Premises and any alterations thereto will at all times comply with and conform to all laws, statutes, ordinances, rules and regulations of any governmental, quasi-governmental or regulatory authorities ("Laws") which relate to the transportation, storage, placement handling, treatment, discharge, generation, removal production or disposal (collectively "Treatment") of any waste petroleum product, waste products, radioactive waste, Polychlorinated Biphenyls (PCB), asbestos, lead-based paint, or other hazardous materials of any kind, and any substance which is regulated by any law, statute, ordinance, rule or regulation (collectively "Waste"). Tenant further covenants and warrants that it will not engage in or permit any person or entity to engage in any Treatment of any Waste on or which affects the Premises.

Immediately upon receipt of any Notice (as hereinafter defined) from any person or entity, Tenant shall deliver to Landlord a true, correct and complete copy of any written Notice. "Notice" shall mean any note, notice or report of any suit, proceedings, investigation, order, consent order, injunction, writ, award or action related to or affecting or indicating the Treatment of any Waste in or affecting the Premises.

Tenant hereby agrees it will indemnify, defend, save and hold harmless Landlord and Landlord's officers, directors, shareholders, employees, agents, partners, and the respective heirs, successors and assigns (collectively "Indemnified Parties") against and from, and to reimburse the Indemnified Parties with respect to, any and all damages, claims, liabilities, loss, costs and expense (including, without limitation all attorney's fees and expenses, court costs, administrative costs and costs of appeals), incurred by or asserted against the Indemnified Parties by reason of or arising out of: (a) the breach of any representation or undertaking of Tenant under this section or (b) arising out of the Treatment of any waste by Tenant or any licensee, concessionaire, manager or other party occupying or using the Premises.

Landlord is given the right, but not the obligation, to inspect and monitor the Premises and Tenant's use of the Premises, including the right to review paperwork associated with Treatment activities in order to confirm Tenant's compliance with the terms of this Section. Landlord may require that Tenant deliver to Landlord concurrent with Tenant's vacating the Premises upon the expiration of this Lease, or any earlier vacation of the Premises by Tenant, at Tenant's expense, a certified statement by licensed engineers satisfactory to the Landlord, in form and substance satisfactory to Landlord, stating that Tenant, and any alterations thereto and Tenant's use of the Premises complied and conformed to all Laws relating to the Treatment of any Waste in or affecting the Premises. .

Tenant agrees to deliver upon request from Landlord estoppel certificates to Landlord expressly stipulating whether Tenant is engaged in or has engaged in the Treatment of any Waste in or affecting the Premises, and whether Tenant has caused any spill, contamination, discharge, leakage, release or escape of any Waste in or affecting the Premises, whether sudden or gradual, accidental or anticipated, or any other nature at or affecting the Premises and whether, to the best of the Tenant's knowledge, such an occurrence has otherwise occurred at or affecting the

Premises.

29. INSURANCE Prior to the delivery of possession of the Premises to Tenant, Tenant shall provide Landlord evidence satisfactory to Landlord (i) that fire and casualty and workers' compensation policies in amount and in form and content satisfactory to Landlord have been issued by a company or companies satisfactory to Landlord and will be maintained throughout the course of Tenant's work at Tenant's cost and expense and (ii) that Tenant has complied with the comprehensive liability insurance requirements set forth in the following paragraph.

Tenant will, at all times commencing on the date of delivery of possession of the Premises to Tenant, at its own cost and expense, carry with a company or companies, satisfactory to Landlord, comprehensive general liability insurance including public liability and property damage, in a form satisfactory to Landlord, on the Premises, with the combined single liability limits of not less than One Million Dollars (\$1,000,000.00) per occurrence, which insurance shall be written or endorsed so as to protect Landlord, its officers, agents and employees as additional insureds. The Tenant agrees that the above stated limits and coverages are minimum limits and coverages, and that Tenant shall provide such additional insurance as set forth above, in such amounts and against such risk as may be required in the Landlord's sole but reasonable judgment, to equal the amounts and types of coverages carried by prudent owners and operators of properties similar to the Building. Tenant shall increase such limits at its discretion or upon reasonable request of Landlord but not more often than once every year and such increases shall not be in excess of generally accepted standards in the industry. Tenant covenants that certificates of all of the insurance policies required under this Lease, and their renewal or replacement, shall be delivered to Landlord promptly without demand upon the commencement of the term of this Lease and upon each renewal of the insurance. Such policy or policies shall also provide that it shall not be cancelled nor shall there be any change in the scope or amount of coverage of the policy without thirty (30) days prior written notice to Landlord. If same is not provided with ten (10) days after demand, Landlord is authorized to secure such policy from such companies as it deems appropriate and collect from Tenant in such a manner as it deems appropriate the cost of the premium.

30. SECURITY DEPOSIT Intentionally omitted

31. INDEMNIFICATION Tenant agrees to save and to protect, indemnify and hold Landlord harmless from and against and to reimburse Landlord from any and all liabilities, damages, costs, expenses, including, without limitation, reasonable attorneys' fees, causes of action, suits, claims, demands, or judgments of any nature whatsoever arising from injury to or death of persons or damages to property resulting from Tenant's use of the Premises caused by any act or omission, whether intentional or otherwise, of Tenant or its employees, servants, contractors or agents.

32. COMPLIANCE WITH LAWS AND REGULATIONS Tenant agrees to and will comply with all applicable federal, state and local laws, ordinances and regulations. Tenant acknowledges and agrees that it will dispose of trash and grease in the containers designated by the Landlord for such disposal and not dispose of such substances in a manner that would violate applicable federal, state and local laws, ordinances or regulations.

33. FORUM SELECTION AND CHOICE OF LAW By virtue of entering into this Lease, Tenant submits itself to a court of competent jurisdiction in the City of Roanoke, Virginia, and further agrees that this Lease is controlled by the laws of the Commonwealth of Virginia and that all claims, disputes, and other matters shall only be decided by such court according to the laws of the Commonwealth of

Virginia.

34. FORCE MAJEURE In the event that either party hereto shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of strikes, lockouts, labor troubles, inability to procure materials, failure of power, restrictive governmental laws or regulations, riots, insurrection, war, or other reason of a like nature not the fault of the party delayed in performing the work or doing acts required under the terms of this Lease, then the time allowed for performance for such act shall be extended by a period equivalent to the period of such delay. The provisions of this Section shall not operate to excuse Tenant from the prompt payment of rent, Common Area Maintenance Fee or any other payments required by the terms of this Lease.

35. EQUAL EMPLOYMENT OPPORTUNITY: During the performance of this Agreement, Tenant agrees as follows:

- (a) Tenant will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of its business. Tenant agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- (b) Tenant, in all solicitations or advertisements for employees placed by or on behalf of Tenant, will state that Tenant is an equal opportunity employer.
- (c) Tenant will include the provisions of the foregoing subsections (a) and (b) in every contract or purchase order of over ten thousand dollars and no cents (\$10,000.00) so that the provisions will be binding upon each contractor or vendor.

36. DRUG-FREE WORKPLACE:

- (a) During the performance of this Agreement, Tenant agrees to (i) provide a drug-free workplace for its employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of Tenant that Tenant maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
- (b) For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the Agreement.

37. RULES AND REGULATIONS Tenant agrees to comply and adhere to Landlord's rules and regulations concerning the Building as stated in the attached Exhibit "D" attached hereto and made part of this Lease

38. SIGNAGE Tenant agrees to comply and adhere to Landlord's regulations concerning signage as stated in the attached Exhibit "E" attached hereto and made part of this Lease.

39. GUARANTY Intentionally omitted

Witness Signature

LANDLORD:

CITY OF ROANOKE

Witness Printed Name

Witness Signature

By: _____

Witness Printed Name

Print Name: Darlene Burcham

Title: City Manager

Witness Signature

TENANT:

Witness Printed Name

**Georgia Raines Crump d/b/a
Nuts n Sweet Things/Lickety Split**

Witness Signature

By: _____

Witness Printed Name

Print Name: Georgia Raines Crump

Title: _____

EXHIBIT A
FLOOR PLAN

EXHIBIT B

COMMON AREAS FLOOR PLAN

Attach here

EXHIBIT C

MENU

Attach here if Food Court Tenant

TO BE PROVIDED BY TENANT

EXHIBIT D

RULES AND REGULATIONS

1. All trash must be kept in a covered container, or if requested by Landlord, in a Dumpster or similar container furnished and serviced at Tenant's expense.
2. Tenant shall keep lights on in show windows, leased food court space and lights on under marquee, if any, from 10:00 a.m. until 6:00 p.m.
3. Tenant agrees to handle all deliveries and refuse through the Salem Avenue entrance (if one) of the Premises.
4. No sign shall be permanently affixed to the plate glass of any window without prior written consent of Landlord.
5. No solicitation material shall be displayed inside the building or affixed to the exterior of the building.
6. Tenant shall keep Premise's, windows and window frames clean (inside and out) at all times and wash them weekly.
7. Tenant shall keep Premises' floors free of trash, chewing gum and other debris, and shall scrub and wax all tile or plastic flooring at least weekly.
8. Tenant is responsible for the replacement of light bulbs in its space
9. Tenant is responsible for the replacement of air-filters and the monthly maintenance of their exhaust fans in its Premises by a licensed contractor on a basis predetermined by the Landlord.
10. Tenant shall be responsible for breaking down and having all cardboard boxes ready for pick up.
11. (Applies only to Food Court Vendors) Providing the availability of space for the purpose of storage, Landlord will allocate equally among all food vendors a set amount of space for the storage of a freezer or a refrigerator, food items and paper products. Items must be stored in accordance with Health and Fire codes. No restaurant equipment (unused or in disrepair) is to be stored in the area under any circumstances. Any prohibited items stored in this area will be removed at Tenant's expense. Tenant's not maintaining their own storage space per Health and Fire code requirements will be assessed a \$100.00 fee per occurrence. If a Tenant's space is in violation more than three times in a given year, Landlord will rescind Tenant's option to use available space.

EXHIBIT E

SIGN REGULATION

No sign, advertisement or notice shall be inscribed, painted, affixed or displayed on walls, windows, or any part of the outside or the inside of the Building except on the awnings, directories, and then only in such place, number, size, color and style as it approved Landlord. If Tenant nevertheless exhibits such sign, advertisement or notice, Landlord shall have the right to remove the same and Tenant shall be liable for any and all expenses incurred by Landlord by such removal. Tenant further agrees to maintain such sign, awning, canopy, decoration, lettering, advertising matter or other thing as may be approved in good condition and repair at all times. Landlord shall have the right to prohibit any advertisement of Tenant which in its opinion tends to impair the reputation of the Building or its desirability as a high-quality festival marketplace for retail stores or food related businesses, other institutions of like nature, and, upon written notice from Landlord, Tenant shall immediately refrain from and discontinue any such advertisement.

EXHIBIT F
GUARANTY
PERSONAL GUARANTEE

Intentionally omitted

IN THE COUNCIL OF THE CITY OF ROANOKE, VIRGINIA,

AN ORDINANCE authorizing the lease of approximately 290 square feet of space located within City-owned property known as the City Market Building, located at 32 Market Square, for a term of three (3) years beginning March 1, 2006, through February 28, 2009; authorizing the appropriate City officials to execute a lease agreement therefore; and dispensing with the second reading of this ordinance by title.

WHEREAS, a public hearing was held on February 6, 2006, pursuant to §§15.2-1800(B) and 1813, Code of Virginia (1950), as amended, at which hearing all parties in interest and citizens were afforded an opportunity to be heard on the proposed lease.

THEREFORE, BE IT ORDAINED by the Council of the City of Roanoke that:

1. The City Manager and the City Clerk are hereby authorized to execute and attest, respectively, in a form approved by the City Attorney, an agreement with Georgia Raines, the owner and operator of Crump d/b/a/ Nuts n Sweet Things/Lickety Split, for the lease of approximately 290 square feet of space located within City-owned property known as the City Market Building, located at 32 Market Square, for a term of three (3) years beginning March 1, 2006, through February 28, 2009, upon certain terms and conditions, and as more particularly described in the City Manager's letter to this Council dated February 6, 2006.

2. Pursuant to the provisions of Section 12 of the City Charter, the second reading of this ordinance by title is hereby dispensed with.

ATTEST:

City Clerk.



CITY OF ROANOKE OFFICE OF THE CITY MANAGER

Noel C. Taylor Municipal Building
215 Church Avenue, S.W., Room 364
Roanoke, Virginia 24011-1591

Telephone: (540) 853-2333

Fax: (540) 853-1138

City Web: www.roanokeva.gov

February 6, 2006

Honorable C. Nelson Harris, Mayor
Honorable Beverly T. Fitzpatrick, Jr., Vice Mayor
Honorable M. Rupert Cutler, Council Member
Honorable Alfred T. Dowe, Jr., Council Member
Honorable Sherman P. Lea, Council Member
Honorable Brenda L. McDaniel, Council Member
Honorable Brian J. Wishneff, Council Member

Dear Mayor Harris and Members of Council:

Subject: Lease land to Jeter Farm at
Coyner Springs

Background:

Property owned by the City in Botetourt County, located northwest of the former City Nursing Home at Coyner Springs, has been leased for agricultural purposes to several individuals since the early 1970's. Through the years the City has reduced the size of the leased tract, which is now approximately 7.41 acres. The current lease with Richard B. and Ned B. Jeter has expired. The Jeters, who have leased this tract of since April 20, 1982, have requested that Ned Jeter be granted a one-year lease with four mutually agreed upon one-year renewal options under the same terms as their previous lease which was \$74.10 per year.

Considerations:

Farming of the tract serves the primary purpose of keeping it cleared and eliminating the need for City forces to keep it cleared and mowed. Lease rate is Ten Dollars (\$10) per acre per year. Lessee will be required to maintain fencing as necessary and assume all liability for damage to and by their actions or actions of their livestock, machinery, equipment, employees and guests.

Lessee is to provide liability insurance listing the City of Roanoke, its officers; agents, employees and volunteers as additional insured.

Recommended Action:

Authorize the City Manager to execute a lease agreement with Ned Jeter for approximately 7.41 acres of land in Botetourt County, for a period of one (1) year, subject to four additional renewals of one year terms upon mutual agreement of the parties, beginning March 1, 2006 and expiring February 28, 2007. All documents shall be upon a form approved by the City Attorney.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Darlene Burcham".

Darlene L. Burcham
City Manager

DLB:lpp

c: Mary F. Parker, City Clerk
William M. Hackworth, City Attorney
Jesse A. Hall, Director of Finance
Rolanda Russell, Assistant City Manager
Brian Townsend, Acting Director of Economic Development
David Collins, Assistant City Attorney
Lisa Poindexter-Plaia, Economic Development Specialist

CM06-00016

LEASE AGREEMENT

THIS LEASE AGREEMENT, made as of this ____ day of _____, 2006, by and between the CITY OF ROANOKE, VIRGINIA, a municipal corporation organized and existing under the laws of the Commonwealth of Virginia ("Lessor"), and **NED S. JETER** ("Lessee"),

W I T N E S S E T H:

Lessor and Lessee, for and in consideration of mutual covenants contained in this Lease Agreement, do hereby covenant and agree as follows:

1. Leased Premises - Lessor hereby leases to Lessee, subject to the terms and conditions contained herein, and Lessee hereby accepts from the Lessor, as tenant, approximately 7.41 acres of land located northwest of the former Roanoke City Nursing Home at Coyner Springs, as more particularly shown on the Plat Showing City Owned Property at Coyner Springs to be Leased for Farm Purpose dated March 21, 1991, attached hereto as "Exhibit A" and made a part hereof (hereinafter referred to as the "Leased Premises").

2. Condition of the Leased Premises - Lessee has inspected the Leased Premises and acknowledges that the Leased Premises are suitable for the purpose intended by the Lessee and the Leased Premises are being made available "as is", and accepted in their present condition.

3. Alterations - There shall be no major alterations of the Leased Premises, without Lessor's prior written consent.

4. Permitted Use and Maintenance - The Leased Premises shall be used for the planting and harvesting of agricultural crops, and activities ancillary thereto and for no other purpose. Lessee agrees to be responsible for all maintenance of any kind on the Leased Premises. If Lessee does not plant crops on all the Leased Premises, Lessee shall mow the Leased Premises or such part thereof not used for growing crops at least twice a year between June and

October and otherwise keep the Leased Premises in good appearance and free and clear of debris and litter. Lessee shall maintain all fencing. Lessee shall assume all liability for damage to Lessee's person, livestock, machinery, equipment, agents, employees, guests, invitees, and contractors. Lessee shall assume all liability for damage by its actions or actions of its livestock, machinery, equipment, agents, employees, guests, invitees and contractors.

5. Term - The term of this Lease Agreement shall be for a period of one (1) years, commencing on _____, 2006 and continuing until midnight, _____, 2007. This Lease Agreement may be renewed for up to four additional terms of one year each upon mutual agreement of the parties. This lease shall be terminable by either party upon thirty days written notice. Provided, however, should the Lessee have planted a crop as yet unharvested, the City shall give four months written notice of termination.

6. Rental - Annual rental shall be \$74.10 per year, payable in advance, and mailed or otherwise delivered to the Lessor's Office of Billings and Collections, Room 252 Municipal Building, 215 Church Avenue, S.W., Roanoke, Virginia 24011-1529. Rent is not subject to proration.

7. Compliance with laws, rules and regulations - In Lessee's exercise of the rights and privileges granted herein, Lessee, its agents, employees, guests, invitees, contractors, and/or any other person over whom Lessee has control shall observe, obey and comply fully at Lessee's own expense with all present and future, federal state and local laws, rules or regulations, applicable to or affecting directly or indirectly Lessee or its operations and activities on or in connection with the Leased Premises.

8. Utilities - Lessee shall pay all utility connections and service charges, if any, with respect to the Leased Premises.

9. Compliance with Environmental Laws - Lessee shall comply with all federal, state and local laws, rules, regulations, resolutions and ordinances controlling air, water, noise, solid waste and other pollution and relating to the use, storage, transportation, release or disposal of hazardous material substances or waste.

10. Hazardous Waste and Materials Prohibited - Lessee shall not bring or allow or **permit** to be brought onto, stored, disposed of, or released, any hazardous, toxic, or petroleum substances, waste or materials of any kind on the Leased Premises.

11. Report release of Hazardous Materials - Lessee shall immediately furnish to the Lessor's Director of Utilities and Operations written notice of any and all releases of hazardous waste, materials or substances whenever such releases are required to be reported to any federal, state, or local authority, and pay for all cleanup and removal costs. Such written notice shall identify the substance released, the amount released, the measures undertaken to cleanup and remove the released material and any contaminated soil or water. Lessee shall also provide Lessor with copies of any and all reports resulting from tests on the Leased Premises or made to any governmental agency which relate to the Leased premises.

12. Environmental Indemnifications - Regardless of the City's acquiescence and in addition to the indemnification provisions contained elsewhere in this Lease Agreement, Lessee shall indemnify, defend, and hold Lessor, its officers, agents and employees, harmless from all costs, liabilities, penalties, or fines, including attorney's fees, resulting from or arising out of Lessee violation of the environmental provisions contained in this Lease Agreement and agrees to reimburse the Lessor for any and all costs and expenses incurred in eliminating or remedying such violations. Lessee further covenants and agrees to reimburse and hold the Lessor its officers, agents and employees, harmless from all costs, expenses, attorney's fees and all

penalties or civil judgments obtained against the Lessor as a result of Lessee's use, release or disposal of petroleum product, hazardous substance, material, or waste onto the ground or into the air or water. Lessee agrees to waive any and all statutes of limitations applicable to any controversy or dispute arising under these environmental provisions and Lessee further agrees that it will not raise or plead a statute of limitation defense in any action arising out of Lessee's failure to comply with the environmental provisions contained herein.

13. Insurance Coverage - Lessee shall obtain liability insurance coverage with respect to claims arising out of the subject matter of this Lease Agreement. The amount of this insurance shall be not less than:

- (a) General Aggregate \$1,000,000.00;
- (b) Products - Complete/Operations Aggregate - \$1,000,000.00;
- (c) Personal and Advertising Injury - \$1,000,000.00;
- (d) Each occurrence - \$1,000,000.00;
- (e) Above amounts may be met by umbrella form coverage in the minimum amount of \$1,000,000.00 aggregate; \$1,000,000.00 each occurrence.

Lessee shall name the Lessor, its officers, agents, employees and additional insureds as its interest may appear on the above policy. Such coverage shall not be canceled or materially altered except after thirty days written notice of such cancellation or material alteration to the Director of Utilities and Operations of the Lessor. Prior to the execution of this Lease Agreement, Lessee shall provide the Lessor's Director of Utilities and Operations with an exact copy of the Certificate of Insurance as specified above. All renewal policies shall be delivered to the Lessor's Director of Utilities and Operations at least fifteen days prior to the expiration date of the expiring policy. If at any time the coverage, carrier or limits on any policy or the insurance requirements contained herein shall become unsatisfactory to the Lessor, Lessee shall forthwith provide a new policy meeting the requirements of the Lessor.

14. Indemnity - Lessee shall indemnify and hold harmless the Lessor, its officers, agents and employees, against any and all loss, cost or expense, including attorney's fees, resulting from any claim, whether or not reduced to a judgment, and for any liability of any nature whatsoever that may arise out of or result from activities or omissions of Lessee, its successors, officers, agents, employees, assigns, guests, contractors, or invitees, on the Leased Premises, or other City-owned property pursuant to this lease, including, without limitation, fines and penalties, violations of federal, state or local laws, or regulations promulgated thereunder, personal injury, wrongful death, or property damage claims. In addition to the indemnification provision contained elsewhere in this Lease Agreement, and regardless of the Lessor's acquiescence, Lessee agrees to indemnify, defend and hold the Lessor, its officers, agents and employees, harmless from any and all costs, liabilities, expenses, lines, penalties, or civil judgments, including attorney's fees resulting from or obtained against or paid by the Lessor as a result of Lessee's violations of or failure to comply with any other provisions of this Lease Agreement.

15. Subleasing - Lessee covenants and agrees that it will not sublet, license, assign, or transfer by operation of law or otherwise this Lease Agreement, the Leased Premises or any right Lessee is authorized to exercise hereunder, without the prior written consent of the Lessor. Any attempt by the Lessee to sublet, license, assign, or transfer by operation of law or otherwise this Lease Agreement, the Leased Premises, or any rights Lessee is authorized to exercise hereunder without the prior written consent of the Lessor shall result in the automatic termination of this Lease Agreement.

16. Notice - Unless otherwise specified, all notices, consents and approvals required or authorized by this Lease Agreement to be given by or on behalf of either party to the other,

shall be in writing and signed by a duly designated representative of the party by or on whose behalf they are given and shall be deemed given three days after the time a certified letter properly addressed, postage prepaid, is deposited in any United States Post Office or upon hand delivery. Notice to the City of Roanoke shall be addressed to the:

City of Roanoke, Attention City Manager
Room 364 Municipal Building
215 Church Avenue, S.W.
Roanoke, Virginia 24011

or at such other office as Lessor may hereinafter designate by notice to the Lessee in writing.

Notice to the Lessee shall be sent to:

Ned B. Jeter
2120 Blue Ridge Blvd. Roanoke,
Virginia 24012

or at such other place as Lessee may hereinafter designate by notice to the Lessor in writing.

17. Entire Agreement - This Lease Agreement constitutes the entire understanding between the parties. Any changes or modification of this Lease Agreement must be in writing signed by both parties.

18. Severability - In the event any provision herein shall be finally declared void or illegal by any court or administrative agency having jurisdiction, the remaining provisions shall continue in full force and effect as nearly as possible in accordance with the original intent of the parties.

19. Headings - The headings used in this Lease Agreement are intended for convenience and reference only and do not define, expand, or limit the scope or meaning of any provision of this Lease Agreement.

IN WITNESS WHEREOF, the parties have executed this Lease Agreement as of the day
and year first written above:

ATTEST:

CITY OF ROANOKE, VIRGINIA

Mary F. Parker, City Clerk

By _____
Darlene L. Burcham, City Manager

Witness:

(Name)

_____(SEAL)
Ned S. Jeter

(Address)

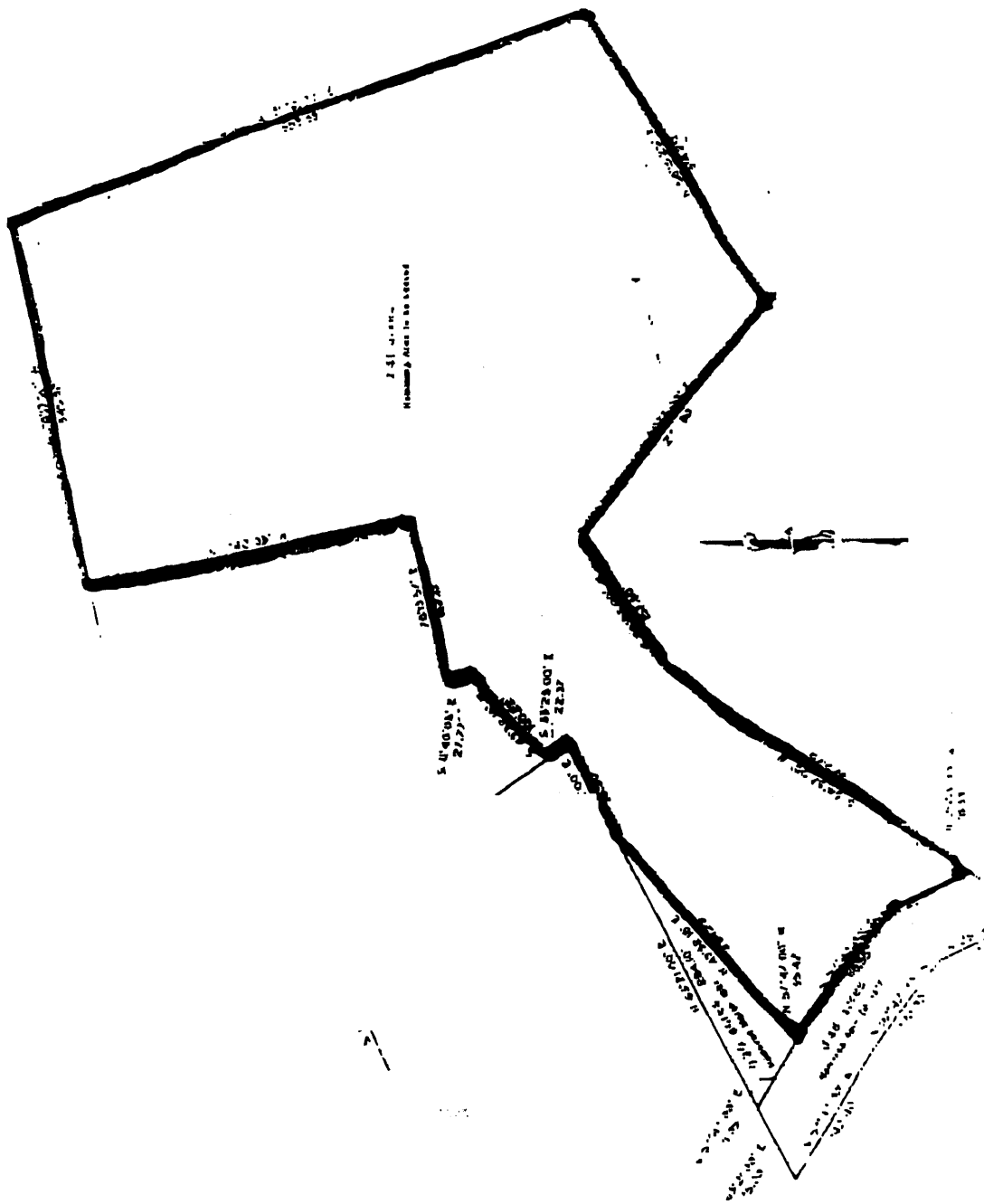
Approved as to form:

Approved as to execution:

Assistant City Attorney

Assistant City Attorney

11/16/64
20/10/11



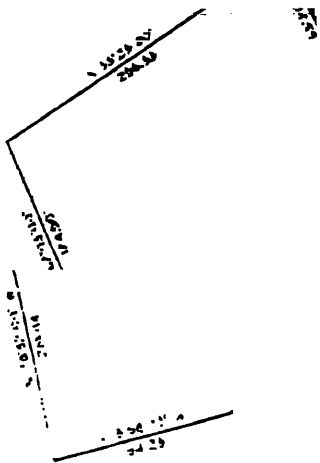


EXHIBIT A

IN THE COUNCIL OF THE CITY OF ROANOKE, VIRGINIA,

AN ORDINANCE authorizing the lease of an approximate 7.41 acre tract of City-owned land in Botetourt County, located northwest of the former City Nursing Home at Coyner Springs, for agricultural purposes, for a term of one (1) year beginning March 1, 2006, and expiring February 28, 2007, with four mutually agreed upon one year renewal options under the same terms, at an annual rental of \$10.00 per acre per year; authorizing the appropriate City officials to execute a lease agreement therefore; and dispensing with the second reading of this ordinance by title.

WHEREAS, a public hearing was held on February 6, 2006 pursuant to §§15.2-1800(B) and 1813, Code of Virginia (1950), as amended, at which hearing all parties in interest and citizens were afforded an opportunity to be heard on the proposed lease.

BE IT ORDAINED by the Council of the City of Roanoke that:

1. The City Manager and City Clerk are authorized to execute and attest, respectively, in a form approved by the City Attorney, a lease with Ned B. Jeter for the lease of a 7.41-acre tract of land located near the former City Nursing Home at Coyner Springs for agricultural purposes, for a one (1) year period, beginning March 1, 2006, and expiring February 28, 2007, with four mutually agreed upon one year renewal options under the same terms, at an annual rental of \$10.00 per acre per year, upon certain terms and conditions, and as more particularly described in the City Manager's letter to this Council dated February 6, 2006.

2. Pursuant to the provisions of Section 12 of the City Charter, the second reading of this ordinance by title is hereby dispensed with.

ATTEST:

City Clerk.



C. NELSON HARRIS
Mayor

CITY OF ROANOKE

CITY COUNCIL

215 Church Avenue, S.W.
Noel C. Taylor Municipal Building, Room 456
Roanoke, Virginia 24011-1536
Telephone: (540) 853-2541
Fax: (540) 853-1145

Council Members:
M. Rupert Cutler
Alfred T. Dowe, Jr.
Beverly T. Fitzpatrick, Jr.
Sherman P. Lea
Brenda L. McDaniel
Brian J. Wishneff

February 6, 2006

The Honorable Members
of Roanoke City Council
Roanoke, Virginia

Dear Members of Council:

We jointly sponsor a request of Theodore J. Edlich, III, President, Total Action Against Poverty, to speak before City Council with regard to the Terrace Apartments at the regular meeting of City Council to be held on Monday, February 6, 2005.

Sincerely,

A handwritten signature in black ink that reads "C. Nelson Harris".

C. Nelson Harris, Mayor

A handwritten signature in black ink that reads "Sherman Lea".

Sherman P. Lea, Council Member

CNH/SPL:snh

pc: Darlene L. Burcham, City Manager
William M. Hackworth, City Attorney
Jesse A. Hall, Director of Finance
Mary F. Parker, City Clerk



CITY OF ROANOKE OFFICE OF THE CITY MANAGER

Noel C. Taylor Municipal Building
215 Church Avenue, S.W., Room 364
Roanoke, Virginia 24011-1591

Telephone: (540) 853-2333

Fax: (540) 853-1138

City Web: www.roanokeva.gov

February 6, 2006

Honorable C. Nelson Harris, Mayor
Honorable Beverly T. Fitzpatrick, Jr., Vice Mayor
Honorable M. Rupert Cutler, Council Member
Honorable Alfred T. Dowe, Jr., Council Member
Honorable Sherman P. Lea, Council Member
Honorable Brenda L. McDaniel, Council Member
Honorable Brian J. Wishneff, Council Member

Dear Mayor Harris and Members of City Council:

Subject: Grant Acceptance

Background:

On August 11, 2000, the Virginia Fire Services Board (VFSB) adopted a policy of providing grants, termed "Mini-Grants" from the interest earned by the Fire Programs Fund. The VFSB Committee on Fire Prevention and Control was charged with the responsibility of administering such programs in cooperation with the Virginia Department of Fire Programs (VDFP). A provision was adopted to restrict such grant activities - projects and programs which positively impact and/or further fire service training within the Commonwealth. The maximum award for any Mini-Grant is \$10,000. In FY-01 the Mini-Grant's first award cycle, the Virginia Fire Services Board made 27 awards totaling over \$100,000.

The Virginia Department of Fire Programs recently announced that the Roanoke Fire-EMS Department has been awarded a \$7,500 Department of Fire Programs (DFP) "Mini-Grant". The total award package requires no local match.

Considerations:

The award will be used by the department for construction of a forcible entry simulator at the Roanoke Valley Regional Training Center. With this grant the Training Center will be able to purchase a simulator to provide forcible entry classes that now require the appropriation of a vacant building that is often difficult to obtain.

Recommended Action:

Authorize acceptance of the grant award of \$7,500; authorize the City Manager to execute the required grant agreement and any other related documents approved as to form by the City Attorney.

Adopt the accompanying budget ordinance to establish a revenue estimate in the amount of \$7,500 and appropriate funding in the same amount to an expenditure account, to be established by the Director of Finance in the Grant Fund.

Respectfully submitted,



Darlene L. Burcham
City Manager

DLB:tb

c: Mary F. Parker, City Clerk
William M. Hackworth, City Attorney
Jesse A. Hall, Director of Finance
James Grigsby, Acting Assistant City Manager, Operations
David Hoback, Acting Chief, Fire-EMS

CM06-00004

IN THE COUNCIL OF THE CITY OF ROANOKE, VIRGINIA

AN ORDINANCE to appropriate funding from the Commonwealth for the Department of Fire Programs Training Mini-Grant, amending and reordaining certain sections of the 2005-2006 Grant Fund Appropriations, and dispensing with the second reading by title of this ordinance.

BE IT ORDAINED by the Council of the City of Roanoke that the following sections of the 2005-2006 Grant Fund Appropriations be, and the same are hereby, amended and reordained to read and provide as follows:

Grant Fund

Appropriations

Program Supplies	035-520-3565-3005	\$ 7,500
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Revenues

DFP Training Mini Grant FY06	035-520-3565-3565	7,500
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Pursuant to the provisions of Section 12 of the City Charter, the second reading of this ordinance by title is hereby dispensed with.

ATTEST:

City Clerk.

IN THE COUNCIL OF THE CITY OF ROANOKE, VIRGINIA

A RESOLUTION accepting a mini-grant offer made to the City by the Virginia Fire Services Board and authorizing execution of any required documentation on behalf of the City.

BE IT RESOLVED by the Council of the City of Roanoke as follows:

1. The City of Roanoke does hereby accept the mini-grant offered by the Virginia Fire Services Board in the amount of \$7,500 upon all the terms, provisions and conditions relating to the receipt of such funds for the purchase of a forcible entry simulator for the Roanoke Valley Regional Training Center. The grant is more particularly described in the letter of the City Manager to Council dated February 6, 2006.

2. The City Manager and the City Clerk are hereby authorized to execute, seal, and attest, respectively, the grant agreement and all necessary documents required to accept the grant, all such documents to be approved as to form by the City Attorney.

3. The City Manager is further directed to furnish such additional information as may be required in connection with the City's acceptance of this grant.

ATTEST:

City Clerk.



CITY OF ROANOKE OFFICE OF THE CITY MANAGER

Noel C. Taylor Municipal Building
215 Church Avenue, S.W., Room 364
Roanoke, Virginia 24011-1591

Telephone: (540) 853-2333

Fax: (540) 853-1138

City Web: www.roanokeva.gov

February 6, 2006

Honorable C. Nelson Harris, Mayor
Honorable Beverly T. Fitzpatrick, Jr., Vice Mayor
Honorable M. Rupert Cutler, Council Member
Honorable Alfred T. Dowe, Jr., Council Member
Honorable Sherman P. Lea, Council Member
Honorable Brenda L. McDaniel, Council Member
Honorable Brian J. Wishneff, Council Member

Dear Mayor Harris and Members of City Council:

**Subject: Rescue Squad Assistance Fund
Grant Acceptance**

Background:

The Virginia Department of Health, Office of Emergency Medical Services administers a Rescue Squad Assistance Fund (RSAF) grant program that is awarded twice annually. Roanoke Fire-EMS applied in September, 2005 for this grant in order to purchase a Ford Type III Ambulance and medical monitoring equipment.

In January, 2006, the State Office of Emergency Medical Services awarded Roanoke Fire-EMS a grant of \$42,235 towards the purchase of an ambulance with an apparent bid if accepted of \$89,794. The grant requires a \$47,559 local match. Sufficient matching funding for this grant is budgeted in Fleet Management - Vehicular Equipment (017-440-2642-9010).

The State Office of Emergency Medical Services has also awarded Roanoke Fire-EMS a grant in the amount of \$19,500 towards the purchase of medical monitoring equipment requiring a \$19,500 local match. Funding for the local match is budgeted in Local Match Funding for Grants (035-300-9700-5415).

Considerations:

City Council action is needed to formally accept and appropriate these funds, and authorize the Director of Finance to establish revenue estimates and

appropriate accounts to purchase the equipment and supplies in accordance with provisions of this grant.

Recommended Action:

Accept the grant as described above and authorize the City Manager to execute any required grant agreements or documents such to be approved as to form by the City Attorney.

Adopt the accompanying budget ordinance to establish revenue estimates in the amount of \$61,735 (RSAF Grant) and \$67,059 (RSAF Local Match), transfer \$47,559 in local match funding from the Fleet Management Fund (017-440-2642-9010), transfer \$19,500 from Local Match Funding For Grants (035-300-9700-5415) and appropriate funding totaling \$128,794 to an expenditure account to be established by the Director of Finance in the Grant Fund.

Respectfully submitted,



Darlene L. Burcham
City Manager

DLB:tb

c: Mary F. Parker, City Clerk
William M. Hackworth, City Attorney
Jesse A. Hall, Director of Finance
James Grigsby, Acting Assistant City Manager for Operations
David Hoback, Acting Fire-EMS Chief
Sherman M. Stovall, Director of Management and Budget
Ken Bernard, Fleet Manager

#CM06-00002

IN THE COUNCIL OF THE CITY OF ROANOKE, VIRGINIA

AN ORDINANCE to appropriate funding from the Commonwealth of Virginia for the Rescue Squad Assistance Fund (RSAF) Grant, amending and reordaining certain sections of the 2005-2006 Grant Fund Appropriations, and dispensing with the second reading by title of this ordinance.

BE IT ORDAINED by the Council of the City of Roanoke that the following sections of the 2005-2006 Grant Fund Appropriations be, and the same are hereby, amended and reordained to read and provide as follows:

Grant Fund

Appropriations

Vehicular Equipment	035-520-3566-9010	\$ 89,794
Expendable Equipment	035-520-3568-2035	39,000

Revenues

RSAF – Ambulance – State FY06	035-520-3566-3566	42,235
RSAF – Ambulance – Local FY06	035-520-3566-3567	47,559
RSAF – Equipment – State FY06	035-520-3568-3568	19,500
RSAF – Equipment – Local FY06	035-520-3568-3569	19,500

Fleet Management Fund

Appropriations

Vehicular Equipment	017-440-2642-9010	(47,559)
Transfer to Grant Fund	017-440-2643-9535	47,559

Pursuant to the provisions of Section 12 of the City Charter, the second reading of this ordinance by title is hereby dispensed with.

ATTEST:

City Clerk.

THS

IN THE COUNCIL OF THE CITY OF ROANOKE, VIRGINIA

A RESOLUTION accepting the Rescue Squad Assistance Fund grant offer made to the City by the Virginia Department of Health, Office of Emergency Medical Services, and authorizing execution of any required documentation on behalf of the City.

BE IT RESOLVED by the Council of the City of Roanoke as follows:

1. The City of Roanoke does hereby accept the Rescue Squad Assistance Fund grant offered by the Virginia Department of Health, Office of Emergency Medical Services, in the amount of \$42,235 with a local match of \$47,559, upon all the terms, provisions and conditions relating to the receipt of such funds for the purchase of an ambulance. The grant is more particularly described in the letter of the City Manager to Council dated February 6, 2006.
2. The City Manager and the City Clerk are hereby authorized to execute, seal, and attest, respectively, the grant agreement and all necessary documents required to accept the grant, all such documents to be approved as to form by the City Attorney.
3. The City Manager is further directed to furnish such additional information as may be required in connection with the City's acceptance of this grant.

ATTEST:

City Clerk.



CITY OF ROANOKE OFFICE OF THE CITY MANAGER

Noel C. Taylor Municipal Building
215 Church Avenue, S.W., Room 364

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February 6, 2006

Honorable C. Nelson Harris, Mayor
Honorable Beverly T. Fitzpatrick, Jr., Vice Mayor
Honorable M. Rupert Cutler, Council Member
Honorable Alfred T. Dowe, Jr., Council Member
Honorable Sherman P. Lea, Council Member
Honorable Brenda L. McDaniel, Council Member
Honorable Brian J. Wishneff, Council Member

Dear Mayor and Members of Council:

Subject: Amendment of the 2005-
2010 Consolidated Plan
and Execution of a CDBG
Agreement with Blue Ridge
Housing Development
Corporation, Inc.

Background:

In order to receive Community Development Block Grant (CDBG), HOME Investment Partnerships (HOME) and Emergency Shelter Grant (ESG) funding, the City of Roanoke must submit a five-year Consolidated Plan and Annual Updates to the U.S. Department of Housing and Urban Development (HUD). Substantial amendments to the plan must undergo a 30-day public review and be approved by City Council. It is recommended that the City's 2005-2010 Consolidated Plan be amended to (1) add the 2006 World Changers project, and (2) revise the Belmont Community Healthcare Center project.

World Changers, a volunteer ministry of the North American Mission Board, Southern Baptist Convention (World Changers), brings together youth and adults from across the Nation to participate in housing and related community service projects. Last year, under a subgrant agreement with Blue Ridge Housing Development Corporation, Inc. (BRHDC), which provided CDBG funding for materials and other support, some 350 World Changers volunteers assisted in repairing over 30 homes in the city. Given three consecutive successful years with this project, and the productive working relationships that have been

established, the City, BRHDC and World Changers are looking to conduct another project during the week of July 10, 2006. A total of \$80,000 in CDBG funds is to be committed to the 2006 project, as detailed in the attached draft subgrant agreement.

The Belmont Community Healthcare Center (BCHC) project was originally designed to use \$42,000 in CDBG funding for predevelopment costs associated with constructing a healthcare center to serve the Belmont and Fallon neighborhoods. Uncertainties in other federal resources have required postponing development of the facility. This amendment would allow the CDBG funds to assist with obtaining health services needed by residents. The services would be provided at neighborhood or other sites through partnerships with other health providers.

Considerations:

The required 30-day public review period for these amendments began on December 21, 2005, with comments due by the close of business January 23, 2006. No objections to the proposed amendments have been received.

In order to implement these activities, City Council's authorization to execute subgrant agreements is needed. With respect to World Changers, a subgrant agreement, similar in form and content to the attachment to this letter, will outline the activities to be undertaken. The \$80,000 in CDBG funds needed for the agreement must be appropriated from approximately \$404,000 in 2005-2006 program income in excess of current revenue estimates. This includes \$445,000 excess program income received from the Hotel Roanoke, less other planned program income still to be collected from other sources. The balance of the excess program income will be appropriated for use in the 2006-2007 budget.

With respect to the BCHC project, the subgrant agreement is still in development. It is anticipated that this agreement will be brought before City Council at the February 21st meeting.

Recommended Actions:

1. Authorize the City Manager to amend the 2005-2010 Consolidated Plan Annual Update to add the World Changers project and revise the Belmont Community Healthcare Center project, including submission of necessary documents to HUD.

2. Adopt the accompanying budget ordinance to increase the revenue estimate in account 035-G06-0600-2634 (Hotel Roanoke Section 108 Loan) in the amount of \$80,000 and appropriate funding of the same to expenditure account 035-G06-0620-5468 (World Changers 2006 Funds).
3. Authorize the City Manager to execute a CDBG Subgrant Agreement with Blue Ridge Housing Development Corporation, Inc., similar in form and content to the attachment to this letter, and approved as to form by the City Attorney.

Respectfully submitted,



Darlene L. Burcham
City Manager

DLB:sp

Attachments

c: Mary F. Parker, City Clerk
William M. Hackworth, City Attorney
Jesse A. Hall, Director of Finance
Ford Weber, Director of Housing and Neighborhood Services
Frank E. Baratta, Budget Team Leader

CM06-00005

AGREEMENT

This agreement is made and entered into this first day of March, 2006, by and between the following parties:

The Grantee - City of Roanoke, Virginia
215 Church Avenue, S.W.
Roanoke, Virginia 24011

The Subgrantee - Blue Ridge Housing
Development Corporation, Inc.
510 11th Street, N.W.
Roanoke, Virginia 24017

WITNESSETH

WHEREAS, by Resolution No. _____, adopted _____, 200_, the Council of the City of Roanoke, Virginia, ("Council") authorized amending the 2005-2010 Consolidated Plan to provide funding for the 2006 World Changers activities; and

WHEREAS, by Resolution No. _____, Council authorized the execution of a subgrant agreement between the Grantee and the Subgrantee to conduct the 2006 World Changers activities and by Ordinance No. _____ appropriated funds therefor;

NOW, THEREFORE, the parties hereto mutually agree as follows:

1. SCOPE OF SERVICES:

- a. General - Activities to be undertaken by the Subgrantee under this Agreement shall be known as the "Summer 2006 World Changers Housing Rehabilitation Project" (the "Project") and have as their purpose the rehabilitation of single-family housing. Through CDBG funding provided by the Grantee, the Subgrantee will coordinate the rehabilitation of approximately thirty (30) homes located in targeted areas of the City of Roanoke. In addition, the Subgrantee may coordinate community service projects such as block litter clean-ups, gateway beautification, planting trees or shrubbery in the areas of property rehabilitation. All homes assisted with CDBG funds under this Agreement shall be the principal residences of "eligible homeowners," as described in section 1.b. below. Further, housing activities shall be conducted in a manner consistent with the Subgrantee's due diligence and cost detail incorporated into this Agreement by reference.
- b. Eligible Homeowners -- For the purposes of this Agreement, an "eligible homeowner" shall mean a family whose income, adjusted for family

size, does not exceed 80% of the area median income defined by the U.S. Department of Housing and Urban Development ("HUD") and in effect at the time the family applies for assistance. In addition, the home for which the family is applying for assistance must be the family's principal residence. The Subgrantee shall prepare, and retain with records of the Project, documentation of its determination of each eligible family's size and income, including the name, age, and the sources and estimated amount of income anticipated for the succeeding twelve months for each individual related by birth, marriage or adoption living in the same household at the time of the determination.

- c. Allowable Expenditures -- Funds provided by the Grantee under this Agreement shall be used by the Subgrantee solely for the costs associated with coordinating the rehabilitation of approximately thirty (30) homes in the targeted areas of the City of Roanoke. Except as indicated below, funds under this Agreement may be expended for any necessary, reasonable and allowable CDBG costs, including, but not necessarily limited to, staff, marketing, property preparation, supplies and equipment rental, rehabilitation costs, and other related costs associated with the Project. With the Grantee's prior approval, expenditures may also include the cost of capacity-building activities of the Subgrantee.
- d. Period of this Agreement --This Agreement shall be effective as of _____, 200_, and, unless amended, shall end September 30, 2006.

2. BUDGET

Unless amended, the total amount of CDBG fund provided by the Grantee under this Agreement shall not exceed \$80,000. Of this amount, not more than \$8,000 shall be used by the Subgrantee for general administrative, project delivery and capacity-building activity costs without prior written approval from the Grantee. At the sole discretion of the Grantee, any funds remaining unexpended as of the end date of this Agreement may be deobligated from the Agreement and made available for other CDBG projects of the Grantee, as appropriate.

3. REQUESTS FOR DISBURSEMENTS OF FUNDS

- a. Disbursement of funds under this Agreement shall not be requested until the funds are needed for payment of allowable expenses. The amount of each disbursement request must be limited to the amount needed.
- b. In general, disbursements shall be requested no more frequently than monthly, and shall be submitted to the Grantee's Department of

Housing and Neighborhood Services in form and content satisfactory to the Grantee, including copies of invoices or bills from vendors supporting the request. Requests for payment of staff wages and benefits shall be supported by payroll summaries or similar documentation.

- c. Disbursement of funds to the Subgrantee for properly documented requests will generally be made within ten (10) days of receipt, subject to the allowability of costs and the timely receipt of monthly reports (see section 5 below).
- d. All requests for disbursements of funds associated with activities under this Agreement must be received by the Grantee within 30 calendar days of the ending date set forth in section 1.d. above. The Grantee shall not be bound to honor requests for disbursements received after this 30-day period has expired.

4. RECORDS REQUIREMENTS

- a. Records to be maintained -- At a minimum, the Subgrantee shall maintain financial and project documents and records which comply with the requirements of 24 CFR 570.506, and 570.507, as applicable.
- b. Period of record retention -- In compliance with the requirements of 24 CFR 570.502(b), the Subgrantee shall retain financial and project documents and records pertaining to this Agreement for a period of four (4) years, as applicable, or the conclusion of any legal or administrative process requiring their use, whichever is later.
- c. Access to records -- The Grantee and other entities shall have access to financial and project documents and records pertaining to this Agreement in compliance with the applicable requirements of 24 CFR 84.53.

5. REPORTING REQUIREMENTS

- a. By the 7th working day following the end of each month, the Subgrantee shall report the progress of activities covered by this Agreement, in a format acceptable to the Grantee's Department of Housing and Neighborhood Services. Such monthly reports shall include, but not be limited to, the following:
 - (1) A narrative section summarizing progress to-date on each program included under the Scope of Services and documents any matching funds identified or to be contributed by the Subgrantee;
 - (2) A list of monthly gross program income receipts from all sources;

- (3) A list of any real or non-expendable personal property, including equipment, purchased with CDBG funds; and
 - (4) A table providing data on each housing unit and eligible family assisted (see Attachment A for minimum data elements to be reported).
- b. The Subgrantee agrees to submit any other reports or documentation as requested by the Grantee concerning activities covered under this agreement.

6. **MONITORING**

The Subgrantee shall monitor the progress of the project covered by this Agreement, and shall submit appropriate reports to the Grantee's Department of Housing and Neighborhood Services. In addition, it is the Grantee's intention to monitor the Subgrantee's performance and financial and programmatic compliance, which may include on-site reviews, at least once during the period of this Agreement.

7. **ANNUAL AUDIT**

As an entity receiving more than \$300,000 in federal funding from the Grantee, the Subgrantee shall provide for an annual independent audit of the CDBG/HOME expenditures under this Agreement which complies with OMB Circular A-133. Within 30 days following its completion, two (2) copies of the audit will be provided to the Grantee's Department of Housing and Neighborhood Services.

8. **PROGRAM INCOME:**

"Program income" means gross income received by the Grantee or Subgrantee directly generated from the use of CDBG funds. Program income from any and all sources shall be submitted to the Grantee within five (5) days of its receipt by the Subgrantee. No program income is expected.

9. **REVERSION OF ASSETS**

- a. Upon expiration or termination of this Agreement, including any amendments thereto, the Subgrantee shall transfer to the Grantee any CDBG funds or Program Income on hand at the time of expiration or termination and any accounts receivable attributable to the use of CDBG funds.
- b. Any real property under the Subgrantee's control that was acquired or improved, in whole or in part, with CDBG funds in excess of \$25,000:

- (1) Shall continue for a period of not less than five years following expiration of this Agreement, including any amendments thereto, to be used to meet one of the CDBG national objectives cited in 24 CFR 570.208; or
- (2) If the property is not used in accordance with paragraph (1) above, the Subgrantee shall pay the Grantee an amount equal to the current market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for the acquisition of, or improvement to, the property. The payment shall be considered Program Income to the Grantee.

10. **SUSPENSION AND TERMINATION**

In the event the Subgrantee materially fails to comply with any term of the Agreement, the Grantee may suspend or terminate, in whole or in part, this Agreement or take other remedial action in accordance with 24 CFR 85.43. The Agreement may be terminated for convenience in accordance with 24 CFR 85.44.

11. **COMPLIANCE WITH FEDERAL REGULATIONS**

The Subgrantee agrees to abide by the HUD conditions for CDBG programs as set forth in Attachment B and all other applicable federal regulations relating to specific programs performed hereunder. Further, the Subgrantee agrees to require compliance with applicable federal regulations of the contractor by agreement.

12. **SECTION 504:**

The Subgrantee agrees to comply with any federal regulation issued pursuant to compliance with the Section 504 of the Rehabilitation Act of 1973, as amended which prohibits discrimination against the disabled in any federal assisted program.

13. **OTHER PROGRAM/PROJECT REQUIREMENTS**

In addition to other requirements set forth herein, the Subgrantee shall likewise comply with the applicable provisions of Subpart K of 24 CFR 570, in accordance with the type of project assisted. Such other requirements include, but are not necessarily limited to, the following.

- b. Property standards and lead-based paint -- All housing assisted shall meet the Statewide Building Code and the lead-based paint requirements in 24 CFR 570.608. In accordance with regulations, the Subgrantee shall adhere to lead-based paint abatement practices, as

applicable, and in no case shall use lead-based paint in the construction or rehabilitation of the properties assisted under this Agreement.

- d. Section 109 -- In accordance with Section 109 of the Housing and Community Development Act of 1974 (42 U.S.C. 3535(d)), no person in the United States shall on grounds of race, color, religion, sex or national origin be excluded from participation in, denied the benefits of, or subjected to discrimination under any program or activity funded in whole or in part with funds available under this Agreement. (See also Attachment B.)
- e. Conditions for religious organizations -- The Subgrantee shall not grant or loan any CDBG funds to primarily religious organizations for any activity including secular activities. In addition, funds may not be used to rehabilitate or construct housing owned by primarily religious organizations or to assist primarily religious organizations in acquiring housing. In particular, there shall be no religious or membership criteria for homeowners to be assisted under this Agreement.
- f. Labor standards -- As herein structured, the program covered by this Agreement is not considered subject to federal Labor Standards, including prevailing (Davis-Bacon) wage rates for non-volunteer labor. Such standards will be applicable in the event CDBG funds are used for infrastructure improvements. Such standards will also become applicable for any single structure in which more than 7 housing units are assisted.
- g. Environmental standards -- In accordance with 24 CFR 85.36, 92.352 and 570.604, the activities under this Agreement are subject to environmental review requirements. Such requirements include, but are not necessarily limited to, historic significance, floodplain, and lead-based paint. The Grantee has performed the tiered review necessary to initiate the preliminary program activities; however, no CDBG funds shall be disbursed by the Grantee for a given property prior to the Subgrantee's complying with the Grantee's environmental procedures, including the Subgrantee's completion of the required tier-2 environmental checklist and any required remedial actions. All such actions shall be carried out by the Subgrantee using qualified persons or entities. All property acquisitions shall be made contingent upon satisfactory results of the environmental process. All specifications for proposed housing rehabilitation under this Agreement shall be submitted to the Grantee's Department of Housing and Neighborhood Services for review as to compliance with Section 106 of the National Historic Preservation Act. These specifications shall also be reviewed by the Grantee's Environmental Administrator to determine whether the potential for disturbing lead and other hazardous materials, such

as asbestos, has been adequately taken into account. The Subgrantee agrees to adjust work specifications or activities in such manner as may be requested by the Grantee to ensure compliance with environmental requirements. The results of the historic and other environmental review activities shall be reflected in the Subgrantee's environmental checklist for the unit and/or project site(s).

- h. Displacement and relocation -- In accordance with 24 CFR 570.606, the Subgrantee shall take all reasonable steps to minimize displacement as a result of the activities described in section 1. Any persons displaced as a result of the activities under this Agreement shall be provided relocation assistance to the extent permitted and required under applicable regulations.
- i. Employment and contracting opportunities -- In accordance with 24 CFR 570.607, the activities under this Agreement are subject to the requirements of Executive Order 11246, as amended, and Section 3 of the Housing and Urban Development Act of 1968. The former prohibits discrimination on federally-assisted construction contracts and requires contractors to take affirmative action regarding employment actions. The latter provides that, to the greatest extent feasible and consistent with federal, state and local laws, employment and other economic opportunities arising housing rehabilitation, housing construction and public construction projects shall be given to low- and very-low-income persons. (See also Attachment B.)
- j. Debarment and suspension -- In accordance with 24 CFR 24, the Subgrantee shall not employ or otherwise engage any debarred, suspended, or ineligible contractors or subcontractors to conduct any activities under this Agreement. The Subgrantee will consult appropriate references, including, but not limited to, the Excluded Parties Listing Service website at <http://epls.arnet.gov>, to ascertain the status of any third parties prior to engaging their services. The Subgrantee will submit to the Grantee's Department of Housing and Neighborhood Services the names of contractors and subcontractors selected under this Agreement, including a certification by the Subgrantee that it has determined that none of these entities are presently debarred, suspended, or ineligible.
- k. Uniform administrative requirements -- The Subgrantee shall comply with the requirements and standards set forth in 24 CFR 570.502, and all applicable CDBG and other federal regulations pertaining to the activities performed under this Agreement.
- l. Conflict of interest -- In accordance with 24 CFR 570.611, no covered individual who exercises any functions or responsibilities with respect to the program, during his tenure or for one (1) year thereafter, shall

have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the program assisted under this Agreement. The Subgrantee shall incorporate, or cause to be incorporated, in any contracts or subcontracts pursuant to this Agreement a provision prohibiting such interest pursuant to the purposes of this section.

14. EQUAL EMPLOYMENT OPPORTUNITY

Non-Discrimination: During the performance of this Agreement, the Subgrantee agrees as follows:

- a. The Subgrantee will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Subgrantee. The Subgrantee agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- b. The Subgrantee, in all solicitations or advertisements for employees placed by or on behalf of the Subgrantee, will state that such Subgrantee is an equal opportunity employer.
- c. Notices, advertisement and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
- d. The Subgrantee will include the provisions of the foregoing subsections (a), (b) and (c) in every contract or purchase order of over ten thousand dollars and no cents (\$10,000.00) so that the provisions will be binding upon each contractor or vendor.

15. DRUG-FREE WORKPLACE

The Subgrantee will: (i) provide a drug-free workplace for the Subgrantee's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Subgrantee's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Subgrantee that the Subgrantee maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order

of over ten thousand dollars and no cents (\$10,000.00), so that the provisions will be binding upon each subcontractor or vendor. For the purposes of this subsection, "drug-free workplace" means a site for the performance of work done in connection with this contract.

16. **FAITH-BASED ORGANIZATIONS**

Pursuant to '2.2-4343.1 of the Code of Virginia (1950), as amended, the City of Roanoke does not discriminate against faith-based organizations.

17. **THIRD-PARTY CONTRACTS**

The Grantee shall not be obligated or liable hereunder to any party other than the Subgrantee.

18. **INDEMNIFICATION**

The Subgrantee agrees and binds itself and its successors and assigns to indemnify, keep and hold the Grantee and its officers, employees, agents, volunteers and representatives free and harmless from any liability on account of any injury or damage of any type to any person or property growing out of or directly or indirectly resulting from any act or omission of the Subgrantee including: (a) the Subgrantee's use of the streets or sidewalks of the Grantee or other public property; (b) the performance under this Agreement; (c) the exercise of any right or privilege granted by or under this Agreement; or (d) the failure, refusal or neglect of the Subgrantee to perform any duty imposed upon or assumed by Subgrantee by or under this Agreement. In the event that any suit or proceeding shall be brought against the Grantee or any of its officers, employees, agents, volunteers or representatives at law or in equity, either independently or jointly with the Subgrantee on account thereof, the Subgrantee, upon notice given to it by the Grantee or any of its officers, employees, agents, volunteers or representatives, will pay all costs of defending the Grantee or any of its officers, employees, agents, volunteers or representatives in any such action or other proceeding. In the event of any settlement or any final judgement being awarded against the Grantee or any of its officers, employees, agents, volunteers or representatives, either independently or jointly with the Subgrantee, then the Subgrantee will pay such settlement or judgement in full or will comply with such decree, pay all costs and expenses of whatsoever nature and hold the Grantee or any of its officers, employees, agents, volunteers or representatives harmless therefrom.

19. **INDEPENDENT CONTRACTOR**

Services performed under this agreement shall be performed on an independent contractor basis and under no circumstances shall this Agreement be construed as establishing an employee/employer

relationship. The Subgrantee shall be completely responsible for its activities in performing services hereunder.

20. **SUCCESSORS**

This Agreement shall be binding upon each of the parties, and their assigns, purchasers, trustees, and successors.

21. **ENTIRE AGREEMENT**

This Agreement, including all of its Attachments, represents the entire agreement between the parties and shall not be modified, amended, altered or changed, except by written agreement executed by the parties.

22. **AMENDMENTS**

The Grantee may, from time to time, require changes in the obligations of the Subgrantee hereunder, or its City Council may appropriate further funds for the implementation of this HOME rehabilitation project. In such event or events, such changes which are mutually agreed upon by and between the Grantee and the Subgrantee shall be incorporated by written amendment to this Agreement.

21. **GOVERNING LAW**

This Agreement shall be governed by laws of the Commonwealth of Virginia.

23. **AVAILABILITY OF FUNDS**

CDBG and/or HOME funding to be made available by the Grantee under this Agreement is contingent upon necessary appropriations by the U.S. Congress. In the event that sufficient funds are not appropriated, at the sole discretion of the Grantee, this Agreement may be terminated in whole or in part.

24. **ANTI-LOBBYING**

To the best of the Subgrantee's knowledge and belief, no federal appropriated funds have been paid or will be paid, by or on behalf of it, to any persons for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement. If any funds other than Federal appropriated funds have been paid or will be paid to any

person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Agreement, the Subgrantee will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

25. INSURANCE

- a. Requirement of insurance. The Subgrantee shall, at its sole expense, obtain and maintain during the life of this Agreement or shall ensure that such insurance is obtained and maintained in place, the insurance policies required by this section. Any required insurance policies shall be effective prior to the beginning of any work or other performance by the Subgrantee under this Agreement. The following policies and coverages are required:
 - (1) Commercial General Liability. Commercial general liability insurance shall insure against all claims, loss, cost, damage, expense or liability from loss of life or damage or injury to persons or property arising out of the Subgrantee's performance under this Agreement. The minimum limits of liability for this coverage shall be \$1,000,000.00 combined single limit for any one occurrence.
 - (2) Automobile Liability. The minimum limit of liability for automobile liability insurance shall be \$1,000,000.00 combined single limit applicable to owned or non-owned vehicles used in the performance of any work under this Agreement.
- b. Umbrella Coverage. The insurance coverages and amounts set forth in subsections (1) and (2) of this section may be met by an umbrella liability policy following the form of the underlying primary coverage in a minimum amount of \$1,000,000.00. Should an umbrella liability insurance coverage policy be used, such coverage shall be accompanied by a certificate of endorsement stating that it applies to the specific policy numbers indicated for the insurance providing the coverages required by subsections (1) and (2), and it is further agreed that such statement shall be made a part of the certificate of insurance furnished by the Subgrantee to this City.
- c. Evidence of Insurance. All insurance shall meet the following requirements:
 - (1) Prior to execution of this Agreement, the Subgrantee, or its designee shall furnish the City a certificate or certificates of insurance showing the type, amount, effective dates and date of expiration of the policies. Certificates of insurance shall include

any insurance deductibles. Such certificates shall be attached to this Agreement at the time of execution of this Agreement and shall be furnished in a timely fashion to demonstrate continuous and uninterrupted coverage of all of the required forms of insurance for the entire term of this Agreement.

- (2) The required certificate or certificates of insurance shall include substantially the following statement: AThe insurance covered by this certificate shall not be canceled or materially altered, except after thirty (30) days written notice has been received by the Risk Management Officer for the City of Roanoke.@
- (3) The required certificate or certificates of insurance shall name the City of Roanoke, its officers, employees, agents, volunteers and representatives as additional insureds.
- (4) Insurance coverage shall be in a form and with an insurance company approved by the City which approval shall not be unreasonably withheld. Any insurance company providing coverage under this Agreement shall be authorized to do business in the Commonwealth of Virginia.

(This space intentionally left blank.)

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year hereinabove written:

ATTEST:

FOR THE GRANTEE:

By _____
Mary F. Parker, City Clerk

By _____
Darlene L. Burcham, City Manager

ATTEST:

FOR THE SUBGRANTEE:

By _____
Cyndi Stultz, Secretary

By _____
Alvin Nash, President and CEO

APPROVED AS TO CDBG ELIGIBILITY

APPROVED AS TO FORM

Department of Housing and
Neighborhood Services

Assistant City Attorney

APPROVED AS TO EXECUTION

APPROPRIATION AND FUNDS
FOR THIS CONTRACT CERTIFIED

Assistant City Attorney

Director of Finance

Date _____

Account# _____

Attachments

Attachment A – Housing/Beneficiary Reporting Elements

Attachment B – Special Federal Terms and Conditions

Housing/Beneficiary Reporting Elements

On a monthly basis, the Subgrantee shall provide a narrative report to the Grantee summarizing progress on the project to-date. Accompanying the narrative, the Subgrantee shall submit data in a table or spreadsheet format that is needed in order that the Grantee may complete its required reports to HUD. Data provided by the Subgrantee shall include:

- Property
 - Address
 - Number of bedrooms
 - Status (pending, under construction, completed or sold)
- Homeowner
 - Name
 - Total family income (projected for 12 months following determination)
 - Number in family
 - Ethnic group
 - Whether family is headed by a single female
 - Whether head of household is disabled
- CDBG funds committed to property
- Prime Contractor (if applicable)
 - Name
 - Federal I.D. Number (or Owner Social Security Number)
 - Whether Minority-Owned, Women-Owned or Both
 - CDBG funds committed to Prime
- Subcontractor (if applicable; provide separate data for each subcontractor)
 - Name
 - Federal I.D. Number (or Owner Social Security Number)
 - Whether Minority-Owned, Women-Owned or Both
 - CDBG funds committed to Subcontractor

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
SPECIAL TERMS AND CONDITIONS
(Agreements \$10,000 or Over)

1. **"Section 3" Compliance -- Provision of Training, Employment and Business Opportunities:**

- a. The work to be performed under this contract is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 170. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.
- b. The parties to this contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.
- c. The Subgrantee will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of his commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
- d. The Subgrantee will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the contractor is in violation of regulations issued by the Secretary of Housing and Urban Development 24 CFR Part 135. The Subgrantee will not subcontract with any contractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR

part 135 and will not let any subcontract unless the contractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

- e. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued hereunder prior to the execution of the contract, shall be a condition of the federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successor and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its Subgrantees and contractors, its successors and assigns to those sanctions specified by the grant or loan agreement or contract through which Federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.

- 2. **Equal Employment Opportunity: Contracts subject to Executive Order 11246, as amended:** Such contracts shall be subject to HUD Equal Employment Opportunity regulations at 24 CFR Part 130 applicable to HUD-assisted construction contracts.

The Subgrantee shall cause or require to be inserted in full in any non-exempt contract and subcontract for construction work, or modification thereof as defined in said regulations, which is paid for in whole or in part with assistance provided under this Agreement, the following equal opportunity clause: "During the performance of this contract, the Subgrantee agrees as follows:

- a. The Subgrantee will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Subgrantee will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Subgrantee agrees to post in conspicuous places available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- b. The Subgrantee will, in all solicitations or advertisements for employees placed by or on behalf of the Subgrantee, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
- c. The Subgrantee will send to each labor union or representative of

workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the Contract Compliance Officer advising the said labor union or workers' representatives of the Subgrantee's commitment under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

- d. The Subgrantee will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.
- e. The Subgrantee will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the Department and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- f. In the event of the Subgrantee's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations or orders, this contract may be canceled, terminated or suspended in whole or in part, and the Subgrantee may be declared ineligible for further Government contracts or Federally-assisted construction contract procedures authorized in Executive Order 11246 of September 24, 1965, or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.
- g. The Subgrantee will include the portion of the sentence immediately preceding paragraph (A) and the provisions of paragraphs (A) through (G) in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each contractor or vendor. The Subgrantee will take such action with respect to any subcontract or purchase order as the Department may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event a Subgrantee becomes involved in or is threatened with litigation with a contractor or vendor as a result of such direction by the Department, the Subgrantee may request the United States to enter into such litigation to protect the interest of the United States."

The Subgrantee further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in Federally-assisted construction work; provided, that if the Subgrantee so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or

subdivision of such government which does not participate in work on or under the contract. The Subgrantee agrees that it will assist and cooperate actively with the Department and the Secretary of Labor in obtaining the compliance of Subgrantees and contractors with the equal opportunity clause and the rules, regulations and relevant orders of the Secretary of Labor; that it will furnish the Department and the Secretary of Labor such compliance; and that it will otherwise assist the Department in the discharge of its primary responsibility for securing compliance.

The Subgrantee further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a Subgrantee debarred from, or who has not demonstrated eligibility for Government contracts and Federally-assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon Subgrantees and contractors by the Department or the Secretary of Labor pursuant to Part II, Subpart D, of the Executive Order.

In addition, the Subgrantee agrees that if it fails or refuses to comply with these undertakings, the Department may take any or all of the following actions: cancel, terminate or suspend in whole or in part the grant or loan guarantee; refrain from extending any further assistance to the Subgrantee under the Program with respect to which the failure or refusal occurred until satisfactory assurance of future compliance has been received from such Subgrantee; and refer the cause to the Department of Justice for appropriate legal proceedings.

3. **Nondiscrimination Under Title VI of the Civil Rights Act of 1964:** This Agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and HUD regulations with respect thereto, including the regulations under 24 CFR Part 1. In the sale, lease or other transfer of land acquired, cleared or improved with assistance provided under this Agreement, the Subgrantee shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination upon the basis or race, color, religion, sex or national origin, in the sale, lease or rental, or in the use of occupancy of such land or any improvements erected or to be erected thereon, and providing that the Subgrantee and the United States are beneficiaries of and entitled to enforce such covenant. The Subgrantee, in undertaking its obligation in carrying out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant and will not itself so discriminate.

4. **Section 504 and Americans with Disabilities Act:**

The Subgrantee agrees to comply with any federal regulation issued pursuant to compliance with the Section 504 of the Rehabilitation Act of 1973, as amended, and the Americans with Disabilities Act, which prohibit discrimination against the disabled in any federal assisted program.

5. **Obligations of Subgrantee with Respect to Certain Third-party Relationships**: The Subgrantee shall remain fully obligated under the provisions of the Agreement, notwithstanding its designation of any third party or parties for the undertaking of all or any part of the program with respect to which assistance is being provided under this Agreement to the Subgrantee. Any Subgrantee which is not the Applicant shall comply with all lawful requirements of the Applicant necessary to insure that the program, with respect to which assistance is being provided under this Agreement to the Subgrantee is carried out in accordance with the Applicant's Assurances and certifications, including those with respect to the assumption of environmental responsibilities of the Applicant under Section 104(h) of the Housing and Community Development Act of 1974.
6. **Interest of Certain Federal Officials**: No member of or delegate to the Congress of the United States, and no Resident Commissioner, shall be admitted to any share or part of this Agreement or to any benefit to arise from the same.
7. **Prohibition Against Payments of Bonus or Commission**: The assistance provided under this Agreement shall not be used in the payment of any bonus or commission for the purpose of obtaining HUD approval of the application for such assistance, or HUD approval or applications for additional assistance, or any other approval or concurrence of HUD required under this Agreement, Title I of the Housing and Community Development Act of 1974, or HUD regulations with respect thereto; provided, however, that reasonable fees or bona fide technical, consultant, managerial or other such services, other than actual solicitation, are not hereby prohibited if otherwise eligible as program costs.
8. **"Section 109"**: This Agreement is subject to the requirements of Section 109 of the Housing and Community Development Act of 1974, 42 U.S.C. 3535(d). No person in the United States shall on the ground of race, color, religion, sex or national origin be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds available under this title.
9. **Access to Records and Site of Employment**: This agreement is subject to the requirements of Executive Order 11246, Executive Order 1375, Civil Rights Act of 1964, as amended. Access shall be permitted during normal business hours to the premises for the purpose of conducting on-site compliance reviews and inspecting and copying such books, records, accounts, and other material as may be relevant to the matter under investigation and pertinent to compliance with the Order, and the rules and regulations promulgated pursuant thereto by the Subgrantee. Information obtained in this manner shall be used only in connection with the administration of the Order, the administration of the Civil Rights Act of

1964 (as amended) and in furtherance of the purpose of the Order and that Act.

10. **Legal Remedies for Contract Violation:** If the Subgrantee materially fails to comply with any term of this Agreement, whether stated in a Federal statute or regulation, an assurance, in a State plan or application, a notice of award, or elsewhere, the City may take one or more of the following action, as appropriate in the circumstances:
- a. Temporarily withhold cash payments pending correction of the deficiency by the Subgrantee,
 - b. Disallow all or part of the cost of the activity or action not in compliance,
 - c. Wholly or partly suspend or terminate the current Agreement, or
 - d. Take other remedies that may be legally available.

IN THE COUNCIL OF THE CITY OF ROANOKE, VIRGINIA

AN ORDINANCE to appropriate Community Development Block Grant funding for the World Changers Program, amending and reordaining certain sections of the 2005-2006 Grant Fund Appropriations, and dispensing with the second reading by title of this ordinance.

BE IT ORDAINED by the Council of the City of Roanoke that the following sections of the 2005-2006 Grant Fund Appropriations be, and the same are hereby, amended and reordained to read and provide as follows:

Appropriations

World Changers Project 2006	035-G06-0620-5468	\$ 80,000
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Revenues

Hotel Roanoke Section 108 Loan Repayment	035-G06-0600-2634	80,000
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Pursuant to the provisions of Section 12 of the City Charter, the second reading of this ordinance by title is hereby dispensed with.

ATTEST:

City Clerk.

IN THE COUNCIL FOR THE CITY OF ROANOKE, VIRGINIA,

55
2/1/06

A RESOLUTION authorizing the appropriate City officials to execute an amendment to the Consolidated Plan for FY 2005-2010, providing for the addition of the 2006 World Changers project and the revision of the Belmont Community Healthcare Center project, and to execute and submit necessary documents to the U.S. Department of Housing and Urban Development ("HUD"), including a subgrant agreement, upon certain terms and conditions.

BE IT RESOLVED by the Council of the City of Roanoke that the City Manager is authorized to amend the Consolidated Plan for FY 2005-2010, providing for the addition of the 2006 World Changers project and the revision of the Belmont Community Healthcare Center project, and to execute and submit to HUD any additional necessary documents related to such addition and revision, such documents to be approved as to form by the City Attorney, as is more particularly set forth in the City Manager's letter dated February 6, 2006, to this Council.

BE IT FURTHER RESOLVED by the Council of the City of Roanoke that the City Manager and the City Clerk are hereby authorized, for and on behalf of the City, to execute and attest, respectively, a Community Development Block Grant ("CDBG") Subgrant Agreement with the Blue Ridge Housing Development Corporation, Inc., such document to be similar in form and content to the attachment to the City Manager's letter dated February 6, 2006, to City Council and approved as to form by the City Attorney, all of which is more particularly set forth in the City Manager's letter dated February 6, 2006, to this Council.

ATTEST:

City Clerk.



CITY OF ROANOKE

OFFICE OF THE CITY MANAGER

Noel C. Taylor Municipal Building
215 Church Avenue, S.W., Room 364

Roanoke, Virginia 24011-1591

Telephone: (540) 853-2333

Fax: (540) 853-1138

City Web: www.roanokeva.gov

February 6, 2006

Honorable C. Nelson Harris, Mayor
Honorable Beverly T. Fitzpatrick, Jr., Vice Mayor
Honorable M. Rupert Cutler, Council Member
Honorable Alfred T. Dowe, Jr., Council Member
Honorable Sherman P. Lea, Council Member
Honorable Brenda L. McDaniel, Council Member
Honorable Brian J. Wishneff, Council Member

Dear Mayor Harris and Members of City Council:

Subject: Amendment of Ordinance No.
37047-051005 – Annual Salary
Increments

Background:

On May 10, 2005, City Council adopted an ordinance establishing a pay plan for officers and employees as well as providing for annual salary increments for certain job classifications which require the use of privately owned motor vehicles used in the course of conducting City business.

Current Situation:

In September, 2005, the Department of Planning Building and Development was reorganized to include the Department of Economic Development. A job classification of Director of Planning Building and Economic Development was also created and filled.

In December of the same year, a Special Projects Coordinator position in the Department of Planning Building and Economic Development was advertised and the position was filled in January, 2006. Because of the nature of this position, the employee will be traveling and using a personal vehicle on a daily basis.

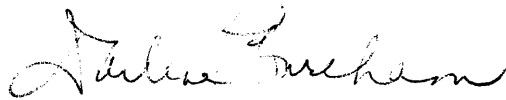
Neither job classification described above was included in the ordinance providing for the salary increments.

Mayor Harris and Members of City Council
February 6, 2006
Page 2

Recommendation:

Adopt the accompanying ordinance amending Ordinance No. 37047-051005 to include an annual salary increment for personal vehicle use of \$2,000 each for the following positions: Director of Planning Building and Economic Development and Special Projects Coordinator (Position No. 2181 only).

Respectfully submitted,

A handwritten signature in cursive script, appearing to read "Darlene Burcham".

Darlene L. Burcham
City Manager

DLB:mpf

c: Mary F. Parker, City Clerk
William M. Hackworth, City Attorney
Jesse Hall, Director of Finance
Rolanda B. Russell, Assistant City Manager for Community Development

CM06-0007

IN THE COUNCIL OF THE CITY OF ROANOKE, VIRGINIA,

AN ORDINANCE amending Ordinance No. 37047-051005, which adopted and established a Pay Plan for officers and employees of the City effective July 1, 2005; and dispensing with the second reading by title of this ordinance.

WHEREAS, in a report to Council dated February 6, 2006, the City Manager has requested that the Director of Planning, Building and Economic Development and the Special Projects Coordinator be paid annual salary increments of \$2,000 each, because they are required to privately own or lease a motor vehicle to use in the routine course of conducting City business;

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Roanoke as follows:

1. Paragraph 6 of Ordinance No. 37047-051005, be, and it hereby is, amended to provide that the Director of Planning, Building and Economic Development and the Special Projects Coordinator be paid annual salary increments of \$2,000 each, subject to the terms and additions set out in such ordinance.
2. All other provisions of Ordinance No. 37047-051005, adopted May 10, 2005, shall remain in full force and effect.
3. Pursuant to §12 of the Roanoke City Charter, the second reading by title paragraph of this ordinance is hereby dispensed with.

ATTEST:

[Signature]

City Clerk.



CITY OF ROANOKE OFFICE OF THE CITY MANAGER

Noel C. Taylor Municipal Building
215 Church Avenue, S.W., Room 364
Roanoke, Virginia 24011-1591

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City Web: www.roanokeva.gov

February 6, 2005

Honorable C. Nelson Harris, Mayor
Honorable Beverly T. Fitzpatrick, Jr., Vice Mayor
Honorable M. Rupert Cutler, Council Member
Honorable Alfred T. Dowe, Jr., Council Member
Honorable Sherman P. Lea, Council Member
Honorable Brenda L. McDaniel, Council Member
Honorable Brian J. Wishneff, Council Member

Dear Mayor Harris and Members of City Council:

Subject: E911 Funding for Wireless
Emergency Calls for Service

Background:

The State of Virginia mandates that localities take responsibility for answering wireless E911 calls, than being routed and answered by the State Police. The Virginia State Wireless E911 Services Board provides funding to the localities for equipment and limited salaries to provide this service. The State currently collects seventy five (75) cents per month for each wireless telephone user to fund localities for the expenses for these services.

On December 1, 2005, the Virginia State Wireless E911 Services Board awarded the City of Roanoke an additional \$144,808 for fiscal year 2005/2006. There is no requirement for matching funds. The additional funding will be used to upgrade system hardware and software.

Recommended Action:

Adopt the accompanying budget ordinance, accept the increasing the revenue estimate for E911 Wireless in the amount of \$144,808 and appropriate funding in the same amount into account 013-430-9870 (E911 Hardware/Software Upgrades).

Respectfully submitted,

A handwritten signature in cursive script, reading "Darlene L. Burcham".

Darlene L. Burcham
City Manager

IN THE COUNCIL OF THE CITY OF ROANOKE, VIRGINIA

AN ORDINANCE to appropriate funding from the Commonwealth for E-911 Wireless Service, amending and reordaining certain sections of the 2005-2006 General and Department of Technology Funds Appropriations, and dispensing with the second reading by title of this ordinance.

BE IT ORDAINED by the Council of the City of Roanoke that the following sections of the 2005-2006 General and Department of Technology Funds Appropriations be, and the same are hereby, amended and reordained to read and provide as follows:

General Fund

Appropriations

Transfer to Department of Technology	001-250-9310-9513	\$ 144,808
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Revenues

E-911 Wireless	001-110-1234-0654	144,808
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Department of Technology Fund

Appropriations

Appropriated from State Grant Funds	013-430-9870-9007	\$ 144,808
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Revenues

Transfer from General Fund	013-110-1234-1037	144,808
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Pursuant to the provisions of Section 12 of the City Charter, the second reading of this ordinance by title is hereby dispensed with.

ATTEST:

City Clerk.



CITY OF ROANOKE OFFICE OF THE CITY MANAGER

Noel C. Taylor Municipal Building
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February 6, 2006

Honorable C. Nelson Harris, Mayor
Honorable Beverly T. Fitzpatrick, Jr., Vice Mayor
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Honorable Alfred T. Dowe, Jr., Council Member
Honorable Sherman P. Lea, Council Member
Honorable Brenda L. McDaniel, Council Member
Honorable Brian J. Wishneff, Council Member

Dear Mayor Harris and Members of City Council:

Subject: Verizon HopeLine Program

Verizon HopeLine is a nationwide program to support domestic violence victims. Donated cellular phones are recycled and provided to domestic violence victims, while other proceeds of the program provide grants and training to support recognized domestic violence prevention programs. A more detailed explanation of the program from the Verizon website is attached.


Recognizing the needs of domestic violence victims, the Roanoke Police Department wishes to participate with the Verizon Hopeline Program with the Virginia Attorney General's office by serving as a collection point for phones donated by citizens and by donating phones which have come into Police possession which are not returnable to their owners and are not evidence in any legal proceeding. The Police Department will then forward these phones to the Virginia Attorney General's office on Peter's Creek Road to be given to the Verizon Hopeline Program.

City Code Section 2-263 requires City Council approval for the acceptance of any gift exceeding \$5,000 in value. Although the actual value of most of the phones donated in this program is minimal, at some point it is anticipated that the cumulative value of phones donated to the Police Department will exceed the \$5,000 level.

Recommended Action:

Authorize the City Manager to receive donated cellular phones for the Verizon HopeLine Program through the Police Department. Additionally, authorize the disposal of cellular phones in the Police Department's custody that are unclaimed and not subject to any claims or legal holds to be delivered to the Office of the Attorney General of the Commonwealth of Virginia for subsequent donation to this or a comparable charitable Program.

Respectfully submitted,



Darlene L. Burcham
City Manager

DLB: wa

Attachment

c: Mary F. Parker, City Clerk
William M. Hackworth, City Attorney
Jesse A. Hall, Director of Finance

CM06-00006

Program Summary from www.verizonwireless.com

HopeLine accepts no-longer used wireless phones and accessories from any service provider and turns them into help and support for victims of domestic violence and the non-profit agencies and shelters critical to this cause. Another part of the HopeLine program encourages and facilitates the environmentally safe recycling of old wireless phones and batteries. Marking its 10th anniversary in 2005, the Verizon Wireless HopeLine program puts wireless products and services to work to prevent domestic violence and raise awareness of this issue.



The Numbers

In 2004 alone, HopeLine generated:

- 750,000 phones, donated by customers of all wireless providers;
- 11,000 phones with airtime given to shelters victims;
- \$800,000 dollars raised to support domestic violence prevention and awareness programs; and
- 140,000 phones recycled.

Since the phone recycling and re-use part of the program became national in 2001, Verizon Wireless HopeLine has donated more than \$8 million in financial grants, phones and services, including the donation of more than 20,000 wireless phones to agencies for victims' use, and has collected nearly two million wireless phones to raise funds for domestic violence victims and advocacy organizations.

HopeLine Partnerships

Verizon Wireless has longstanding partnerships with leading groups throughout the U.S.

National domestic violence prevention organizations

- The Family Violence Prevention Fund
- National Coalition Against Domestic Violence
- The Corporate Alliance to End Partner Violence

Community Organizations

- Local law enforcement including state attorneys general, district attorneys, police and sheriff's departments
- Local elder services programs associated with victim advocacy groups and community and senior centers across the country
- Professional sports teams: NFL, Major League Baseball, NBA, NHL
- Colleges, universities and school systems
- Corporations as well as small- and medium-sized businesses

Verizon Wireless Employees

- HopeLine Workplace Safety Program

Selected Recent HopeLine Program Milestones

- Winner of the 2004 Desert Peaks Award for Public-Private Partnerships with the Phoenix Employers Against Domestic Violence (EADV) association.
- Partnered with the Family Violence Prevention Fund's National Leadership Council and annual sponsor of the organization's Founding Fathers campaign, encouraging men from all walks of life to take a stand against domestic violence.
- Recognized by The Chicago-based Friends of Battered Women and Their Children organization with the 2004 "Friend of the Year" award.
- Awarded Jane Doe Inc. Spirit Award for Civic Responsibility for continued support of domestic violence victims throughout Massachusetts and New England.

IN THE COUNCIL OF THE CITY OF ROANOKE, VIRGINIA

[Faint, illegible text]

A RESOLUTION authorizing the City Manager to receive, on behalf of the City of Roanoke and the Roanoke City Police Department, out-of-service cellular phones, and unclaimed cellular phones in the possession of the Police Department that are not evidence and are in no way subject to any claims or legal holds, such phones to be delivered to the Office of the Attorney General of the Commonwealth of Virginia for the Verizon HopeLine Program (HopeLine).

WHEREAS, HopeLine is a nationwide program to support domestic violence victims; and

WHEREAS, HopeLine accepts no-longer used wireless phones and accessories from any service provider and turns them into help and support for victims of domestic violence and the non-profit agencies and shelters critical to this cause.

THEREFORE, BE IT RESOLVED by the Council of the City of Roanoke as follows:

1. The City Manager is authorized and directed to receive on behalf of the City of Roanoke and the Roanoke City Police Department, out-of-service cellular phones and unclaimed cellular phones in possession of the Police Department that are not evidence and are in no way subject to any claims or legal holds, and deliver such phones to the Office of the Attorney General of the Commonwealth of Virginia for the Verizon HopeLine Program.

2. The City Manager is hereby authorized on behalf of the City to execute all necessary and appropriate documents that are required to participate in the Verizon HopeLine Program, any such documents to be in a form approved by the City Attorney.

ATTEST:

City Clerk.



CITY OF ROANOKE OFFICE OF THE CITY MANAGER

Noel C. Taylor Municipal Building
215 Church Avenue, S.W., Room 364
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February 6, 2006

Honorable C. Nelson Harris, Mayor
Honorable Beverly T. Fitzpatrick, Jr., Vice Mayor
Honorable M. Rupert Cutler, Council Member
Honorable Alfred T. Dowe, Jr., Council Member
Honorable Sherman P. Lea, Council Member
Honorable Brenda L. McDaniel, Council Member
Honorable Brian J. Wishneff, Council Member

Subject: Transfer of Funding
for Claytor Settlement and
Motor Fuels Contingency

Dear Mayor Harris and Members of City Council:

Background:

The Circuit Court in the City of Roanoke, in the case of Walter S. Claytor, et al. v. Roanoke Redevelopment and Housing Authority (RRHA), ruled in favor of the plaintiff. Following the ruling, judgment in the amount of \$503,338.50 plus per diem interest was granted to the plaintiffs and the Board of Commissioners of RRHA (the Board) has recommended that an appeal not be filed. The Board has submitted a resolution to the City requesting the provision of the necessary funds for the fulfillment of the obligations of the judgment. Total funding in the amount of \$504,127, which includes the per diem interest, needs to be appropriated to fulfill the obligations of the judgment.

Additionally, as a result of the escalating cost of motor fuels, expenses have increased over FY 2005. Additional funding needs to be appropriated as a contingency for the purpose of addressing the increase in the cost of motor fuels.

Recommended Actions:

Transfer funding in the amount of \$300,000 from Roanoke Neighborhood Development Corporation Crew Suites (008-002-9651-9003) and \$204,127

Mayor Harris and Members of City Council
February 6, 2006
Page 2

from the Undesignated Fund Balance (001-3323) to Risk Management
Miscellaneous Claims (019-340-1262-2173). Transfer funding in the amount of
\$168,611 from the Undesignated Fund Balance (001-3323) to Motor Fuels
Contingency (001-300-9410-3012).

Respectfully submitted,



Darlene L. Burcham
City Manager

DLB:acm

c: Mary F. Parker, City Clerk
William M. Hackworth, City Attorney
Jesse A. Hall, Director of Finance
Sherman M. Stovall, Director of Management and Budget

CM06-00019

IN THE COUNCIL OF THE CITY OF ROANOKE, VIRGINIA

AN ORDINANCE to appropriate funding from the Capital Projects Fund and General Fund Undesignated Fund Balance for the Claytor Settlement and Motor Fuel Contingency, reordaining certain sections of the 2005-2006 General, Capital Projects and Risk Management Funds, and dispensing with the second reading by title of this ordinance.

BE IT ORDAINED by the Council of the City of Roanoke that the following sections of the 2005-2006 General, Capital Projects and Risk Management Funds Appropriations be, and the same are hereby, amended and reordained to read and provide as follows:

General Fund

Appropriations

Transfer to Risk Management Fund	001-250-9310-9529	\$ 204,127
Motor Fuel Contingency	001-300-9410-3012	168,611

Fund Balance

Undesignated Fund Balance	001-3323	(372,738)
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Capital Projects Fund

Appropriations

Roanoke Neighborhood Development Corporation Crew Suites	008-002-9651-9003	(300,000)
Transfer to Risk Management Fund	008-530-9712-9529	300,000

Risk Management Fund

Appropriations

Miscellaneous Claims	019-340-1262-2173	\$ 504,127
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Revenues

Transfer from General Fund	019-110-1234-0951	204,127
Transfer from Capital Projects Fund	019-110-1234-1309	300,000

Pursuant to the provisions of Section 12 of the City Charter, the second reading of this ordinance by title is hereby dispensed with.

ATTEST:

City Clerk.



WILLIAM M. HACKWORTH
CITY ATTORNEY

CITY OF ROANOKE
OFFICE OF CITY ATTORNEY
464 MUNICIPAL BUILDING
215 CHURCH AVENUE, SW
ROANOKE, VIRGINIA 24011-1595

TELEPHONE: 540-853-2431
FAX: 540-853-1221
EMAIL: cityatty@roanokeva.gov

February 6, 2006

TIMOTHY R. SPENCER
STEVEN J. TALEVI
GARY E. TEGENKAMP
DAVID L. COLLINS
HEATHER P. FERGUSON
ASSISTANT CITY ATTORNEYS

The Honorable Mayor and Members
of City Council
Roanoke, Virginia

Re: Water Supply Planning

Dear Mayor Harris and Council Members:

The State has adopted regulations requiring all local governments to submit water supply plans to the State. For localities participating in regional water supply plans, the deadline for notifying the State is November 2008. Dr. Cutler has asked that the attached resolution be prepared expressing Council's intent to participate in the development of a regional water supply plan along with the Counties of Bedford, Botetourt, Franklin, and Roanoke, and the Cities of Roanoke and Salem, and the Towns of Boones Mill, Rocky Mount, and Vinton.

Please let me know if you have any questions about this matter.

With kindest personal regards, I am

Sincerely yours,

William M. Hackworth

William M. Hackworth
City Attorney

WMH/vmt
Attachment

cc: Darlene Burcham, City Manager
Mary Parker, City Clerk
Jesse Hall, Director of Finance
Gary Robertson, Executive Director for Water Operations,
Western Virginia Water Authority

IN THE COUNCIL OF THE CITY OF ROANOKE, VIRGINIA,

A RESOLUTION expressing City Council's intent that the City participate in a regional effort to develop a regional water supply plan in accordance with Virginia's local and regional water supply planning regulations.

WHEREAS, improved coordination of drought response and water resources management activities at the local, regional, and state levels is essential to guaranteeing the adequacy of Virginia's water supplies to meet the current and future needs of Virginia's citizens in an environmentally sound manner;

WHEREAS, Sec. 62.1-44.38:1, Code of Virginia, requires the development of a comprehensive statewide water supply planning process to: (1) ensure that adequate and safe drinking water is available to all citizens of the Commonwealth, (2) encourage, promote, and protect all other beneficial uses of the Commonwealth's water resources, and (3) encourage, promote, and develop incentives for alternative water sources;

WHEREAS, Virginia's Local and Regional Water Supply Planning Regulations (9 VAC 25-780) ("Regulations") require that "all counties, cities and towns in the Commonwealth of Virginia shall develop a local water supply plan or shall participate in a regional planning unit in the submittal of a regional water supply plan to the Board";

WHEREAS, the Regulations define a "regional planning unit" as a collection of local governments who have voluntarily elected to develop and submit a regional water plan, and local governments electing to participate in the submittal of regional water supply plans must notify

the Virginia Department of Environmental Quality of the intent to participate in a regional plan by November 2008;

WHEREAS, the Counties of Bedford, Botetourt, Franklin, and Roanoke, the Cities of Roanoke and Salem, and the Towns of Boones Mill, Rocky Mount, and Vinton desire to participate in a cooperative regional effort to develop and submit a regional water plan, as a “regional planning unit”, where the plan will result in the proposed development of future water supply projects that accommodate the long-range water supply needs of the participating local governments; and

WHEREAS, the Roanoke Valley-Alleghany Regional Commission has agreed to assist participating localities in applying for and coordinating a regional water supply planning grant from the Virginia Department of Environmental Quality to assist in development of a regional water supply plan that meets the criteria and conditions established in the Regulations.

NOW, THEREFORE BE IT RESOLVED by the Council of the City of Roanoke that the City will participate, as part of a regional planning unit, in a water supply planning effort to develop a regional water supply plan in accordance with the Regulations.

ATTEST:

City Clerk.



CITY OF ROANOKE DEPARTMENT OF FINANCE

215 Church Avenue, S.W., Room 461

P.O. Box 1220

Roanoke, Virginia 24006-1220

Telephone: (540) 853-2821

Fax: (540) 853-6142

JESSE A. HALL

Director of Finance

email: jesse_hall@ci.roanoke.va.us

ANN H. SHAWVER

Deputy Director

email: ann_shawver@ci.roanoke.va.us

February 6, 2006

Honorable C. Nelson Harris, Mayor
Honorable Beverly T. Fitzpatrick, Jr., Vice Mayor
Honorable M. Rupert Cutler, Council Member
Honorable Alfred T. Dowe, Jr., Council Member
Honorable Sherman P. Lea, Council Member
Honorable Brenda L. McDaniel, Council Member
Honorable Brian J. Wishneff, Council Member

Dear Mayor Harris and Members of City Council:

Subject: December Financial Report

As an update on our bond sale, we accepted bids for sale of \$35,055,000 of bonds on January 26. The issue included two series: Series 2006A was for \$29,555,000 of financing for Patrick Henry, civic center exhibit hall, parking facilities, financial systems software and the art museum; Series 2006B included \$5,500,000 financing for the Riverside Center which was our Qualified Redevelopment Bond allocation received from the State. These latter bonds are tax exempt, but are subject to the alternative minimum tax (AMT), therefore they carry a slightly higher interest rate than our 2006A bonds, but one significantly less than taxable bonds.

The winning bid for the \$29,555,000 2006A series was 4.100%, offered by Wachovia Bank. There were eleven bidders with bids ranging from the winning bid to a high of 4.259%. The winning bid for the \$5,500,000 2006B series was 4.496%, offered by UBS Securities, LLC. There were six bidders with bids ranging from the winning bid to a high of 4.871%.

Inclusive of these bonds, the City's total outstanding debt is approximately \$285 million. This includes bonds, literary fund loans, capital leases, the HUD Section 108 loan, and approximately \$31 million that is being repaid by the Western Virginia Water Authority. The portion of this debt that is tax supported and does not have a specific funding source for repayment, is approximately \$236 million.

The rates received on these twenty year maturity serial bonds are quite favorable. The yield curve is still essentially flat, in that long term rates are essentially the same as short term rates. The City has been very fortunate to have financed a number of major capital improvement projects for the City over the past few years, issuing twenty year debt that has typically fallen between 4% to 4.5%. Some of the larger projects financed include Patrick Henry High School, the stadium project, Riverside Center, Civic Center Exhibit Hall, a new police station and a new fire station/administrative offices.

The favorable interest environment also allowed the City to refinance essentially all of its older outstanding debt to achieve significant savings.

On the subject of interest rates, the Federal Reserve raised the fed funds rate on January 31st by a quarter point, to 4.50%. This was the 14th increase in nearly two years. The goal of the Federal Reserve's interest rate increases is to keep inflation in check. One of the primary targets is the real estate/housing market that has been booming for the past several years. As mortgage rates continue to rise, it will assuredly slow the growth rate in this industry, much of which has been attributed to real estate speculation over the past several years. Although the Federal Reserve increases have not yet had significant effects on long term municipal bond rates, it is anticipated that rates will begin to move upward in the next few years.

Relative to the December financial report, the adopted budget for the fiscal year 2006 totaled \$223.8 million representing a 5.7% increase over the previous year's adopted budget. This financial report covers the first six months of activity for fiscal year 2006. The following narrative provides commentary on the significant events of this period.

Revenues

Revenues through December 2005 increased 9.6% compared to the prior fiscal year. Approximately 1% of this growth is due to the increase in the Prepared Food Tax and earlier receipt of certain state revenues that significantly impacted growth compared to the prior year. Variances from the prior year are addressed as follows:

General Property Taxes increased 7.7%, led by growth in the real estate tax. The first installment of the tax was due October 5th. This tax is expected to grow 9.3 % as a whole in FY 2006, and actual growth has followed this trend for the first six months of the fiscal year as a result of growth in reassessments and new construction. Personal property taxes decreased through December; however, the majority of collections occur in the spring.

Other Local Taxes increased 6.2% through December. The Prepared Food and Beverage tax rate increased from 4% to 5% effective July 1st . Through December, this rate increase has provided approximately \$825,000 in additional revenue and is expected to provide revenue growth of approximately \$2 million throughout the fiscal year. Exclusive of the rate increase, Prepared Food and Beverage tax increased 4.3%, a positive trend in this tax. Sales tax collections increased approximately 3% through November. The specific growth percentage is difficult to discern at this point due to one-time payments last year and the fact that the State was remitting estimated payments the first three months of this year while implementing a new software system. At this time, City personnel are involved in ongoing efforts to gain access to

specific details on sales tax remittance received by the City. A more specific growth rate for the current fiscal year will be reported once these revenues can be analyzed in more detail. Also indicative of a positive trend in our economy is 10.6% growth in the Transient Room Tax, which is influenced by positive performance at local hotels, as well as results from ongoing tax audits.

Revenue from the Use of Money and Property increased significantly over the prior year as a result of interest income on the Budget Stabilization Reserve. The reserve was established in late FY05 by transfer from the Debt Service Fund.

Grants-in-Aid Commonwealth increased 18.4% due in part to an earlier receipt of \$2.5 million in quarterly street maintenance funding in the current fiscal year than in the prior year. Additionally, AFDC Foster Care revenues increased over FY05. These revenues are directly related to an increase in reimbursable expenditures related to residential foster care, child placement, subsidized and special needs adoption, and adoption assistance services.

Miscellaneous Revenue increased 22.4% in part due to insurance proceeds resulting from both a water leak in the Municipal Building and hidden flood damage at the National Guard Armory.

Expenditures

The FY06 expenditure budget includes funding of approximately \$1.4 million to cover contracts and purchase orders made during FY05 but not paid by the end of that year. City Council approved re-appropriation of this funding when adopting the General Fund budget in May.

General Fund expenditures as a whole increased 3.8%. All departments are affected by the 3% average pay raise granted to City employees beginning July 1, 2005. Additionally, a change in the billing methodology of the Fleet and Department of Technology (DoT) funds will affect user departments. Beginning in FY06, the General Fund will provide capital outlay for Fleet and DoT through a billing to user departments instead of by a General Fund transfer as in prior years. This will cause a decline in the Nondepartmental category and an offsetting increase in numerous other categories throughout FY06. Other variances between FY05 and FY06 are addressed as follows.

General Government expenditures grew due to the aforementioned increases in the number of payrolls and internal service charges.

Public Works expenditures increased only .2% despite the aforementioned changes in part due to a reduction in maintenance contract in the current fiscal year.

Honorable Mayor and Members of Council
February 6, 2006
Page 4

Health and Welfare costs grew only .8% due to reduced Comprehensive Services Act expenditures through the mid-point of the current fiscal year over the prior year.

Parks, Recreation and Cultural expenditures increased 16.1% in part due to the reclassification of Event Zone, Virginia Amateur Sports, and Downtown Roanoke, Inc. expenditures from Community Development to Parks and Recreation Administration. Additionally, there was an increase in Program Activities expenditures for Parks and Recreation due to an increase in City-sponsored activities, as well as a timing difference in the encumbrance of payments for sports officials.

Community Development costs declined 3.8% due to the aforementioned reclassification of various contribution expenditures to the Parks, Recreation, and Cultural category which were previously funded by Community Development cost centers. A timing difference in the third quarter subsidy payment to the Roanoke Valley Convention and Visitor's Bureau also contributed to the difference.

Nondepartmental expenditures declined 18.4% due to a decrease in the amount of undesignated fund balance transferred to the Capital Projects Fund. A decrease in the transfer to Risk Management Fund also contributed to the decline. This decrease occurred due to a lower required funding allocation for the City's reserve for uninsured claims in the current year compare to the prior year. A timing difference in the Greater Roanoke Transit Company's third quarter subsidy also contributed to the variance.

Sincerely,



Jesse A. Hall
Director of Finance

JAH:DLH:ca

Attachments

c: Darlene L. Burcham, City Manager
William M. Hackworth, City Attorney
Mary F. Parker, City Clerk
Rolanda B. Russell, Assistant City Manager
James Grigsby, Acting Assistant City Manager
Sherman M. Stovall, Director of Management and Budget

**CITY OF ROANOKE, VIRGINIA
SUMMARY OF CITY MANAGER TRANSFERS
AND AVAILABLE CONTINGENCY
DECEMBER 31, 2005**

<u>Transfer Number</u>	<u>Date</u>	<u>Explanation</u>	<u>From</u>	<u>To</u>	<u>Amount</u>
<u>General Fund:</u>					
CMT05-00171	08/23/05	Advertising of City's Zoning Ordinance and Mapping	Residual Fringe Benefits	City Clerk/ Planning, Building and Development	\$ 42,100
CMT05-00222	10/25/05	HVAC System for PWSC Renovation of Solid Waste	Building Maintenance	PWSC Upgrade Phase I and II	25,000
CMT05-00224	11/02/05	Vehicle replacement	Jail	Fleet Management-Nonoperating	23,900
CMT05-00233	11/02/05	Consulting for Jail and Courthouse Surveillance Equipment	Jail	Staff Contractors and Consultants	30,765
CMT05-00245	11/02/05	Holiday Decorations	Residual Fringe Benefits	Parks	54,000
CMT05-00247	11/14/05	Deer Management Program	Residual Fringe Benefits	Police-Animal Control	59,543
CMT05-00285	12/23/05	Employee Tuition Assistance	Contingency-General Fund	Human Resources	15,000
CMT05-00286	12/20/05	Fire/EMS Station Study	Residual Fringe Benefits	Fire-Administration	62,400
CMT05-00271	01/12/06	Telecommunications Overtime	Police-Services	Telecommunications	10,000
				Total General Fund	<u>\$ 322,708</u>
<u>Capital Projects Fund:</u>					
CMT05-00222	10/25/05	HVAC System for PWSC Renovation of Solid Waste	Building Maintenance-General Fund	PWSC Upgrade Phase I and II	\$ 25,000
CMT05-00267	12/01/05	HVAC System for PWSC Renovation of Solid Waste	Facilities Management-BCAP Projects	PWSC Upgrade Phase I and II	75,000
				Total Capital Projects Fund	<u>\$ 100,000</u>
<u>Department of Technology Fund:</u>					
CMT05-00233	11/02/05	Consulting for Jail and Courthouse Surveillance Equipment	Jail	Staff Contractors and Consultants	\$ 30,765
				Total Department of Technology Fund	<u>\$ 30,765</u>
<u>Fleet Management Fund:</u>					
CMT05-00224	11/02/05	Vehicle Replacement	Jail	Fleet Management-Nonoperating	\$ 23,900
				Total Fleet Management Fund	<u>\$ 23,900</u>

**CITY OF ROANOKE, VIRGINIA
SUMMARY OF CITY MANAGER TRANSFERS
AND AVAILABLE CONTINGENCY
DECEMBER 31, 2005
(CONTINUED)**

<u>Transfer Number</u>	<u>Date</u>	<u>Explanation</u>	<u>From</u>	<u>To</u>	<u>Amount</u>
<u>Available Contingency</u>					
Balance of Contingency at July 1, 2005					\$ 839,063
Contingency Transfers:					
CMT05-00192	09/01/05	Health Department Sexually Transmitted Disease Nurse Position	Contingency-General Fund	Health Department	(18,169)
CMT05-00205	09/20/05	Crystal Springs Streetscape Project Plan and Cost Estimate	Contingency-General Fund	Crystal Springs Streetscape	(25,000)
CMT05-00208	09/22/05	Hurricane Katrina Relief Efforts	Contingency-General Fund	Memberships and Affiliations	(10,000)
CMT05-00220	11/07/05	Geotechnical Investigation of Loudon and Gainsboro Site	Contingency-General Fund	Engineering	(2,750)
CMT05-00251	11/16/05	Consulting for Stormwater Management	Contingency-General Fund	Stormwater Management Ordinance	(40,912)
CMT05-00283	12/19/05	Electric Rate Study	Contingency-General Fund	Transportation-Street Lighting	(31,842)
CMT05-00288	01/05/06	Litigation Costs	Contingency-General Fund	Economic Development	(67,477)
CMT05-00295	01/05/06	Event Zone	Contingency-General Fund	Parks and Recreation-Administration	(33,540)
Contingency Increases/(Appropriations) Through Budget Ordinances:					
BO37073-1	06/06/05	Inner City Athletic Association	Contingency-General Fund	Human Services Committee	(5,000)
BO37114-02	07/05/05	Additional Social Worker Positions	Contingency-General Fund	Social Services - Services	(39,026)
Available Contingency at December 31, 2005					<u>\$ 565,347</u>

Notes:

Under City Code section 2-121, the City Manager has authority to make transfers up to \$75,000 between departments from July through March and in any amount from April to June. The City Manager has the authority to make unlimited transfers within departments. The scope of this report is limited to interdepartment transfers that are \$10,000 or greater.

**CITY OF ROANOKE, VIRGINIA
GENERAL FUND**

STATEMENT OF REVENUE

Revenue Source	Year to Date for the Period			Current Fiscal Year	
	July 1 - December 31 2004-2005	July 1 - December 31 2005-2006	Percentage of Change	Revised Revenue Estimates	Percent of Revenue Estimate Received
General Property Taxes	\$ 31,337,808	\$ 33,742,811	7.67 %	\$ 93,243,000	36.19%
Other Local Taxes	20,047,016	21,286,836	6.18 %	65,801,000	32.35%
Permits, Fees and Licenses	584,276	588,949	0.80 %	1,069,000	55.09%
Fines and Forfeitures	703,327	674,389	-4.11 %	1,354,000	49.81%
Revenue from Use of Money and Property	345,843	513,246	48.40 %	722,000	71.09%
Grants-in-Aid Commonwealth	17,730,615	20,987,733	18.37 %	50,391,105	41.65%
Grants-in-Aid Federal Government	19,385	-	-100.00 %	38,000	0.00%
Charges for Services	4,242,458	4,382,837	3.31 %	8,891,000	49.30%
Internal Services	1,374,422	1,480,560	7.72 %	2,527,000	58.59%
Miscellaneous Revenue	248,029	303,599	22.40 %	384,000	79.06%
Total	\$ 76,633,179	\$ 83,960,960	9.56 %	\$ 224,420,105	37.41%

STATEMENT OF EXPENDITURES AND ENCUMBRANCES

Expenditures	Year to Date for the Period			Current Fiscal Year		
	July 1 - December 31 2004-2005	July 1 - December 31 2005-2006	Percentage of Change	Unencumbered Balance	Revised Appropriations	Percent of Budget Obligated
General Government	5,656,984	6,077,565	7.43 %	\$ 6,102,144	\$ 12,179,709	49.90%
Judicial Administration	3,092,911	3,294,198	6.51 %	3,710,578	7,004,776	47.03%
Public Safety	27,603,384	29,468,627	6.76 %	26,842,166	56,310,793	52.33%
Public Works	12,857,972	12,877,551	0.15 %	10,739,596	23,617,147	54.53%
Health and Welfare	15,888,517	16,007,825	0.75 %	15,225,330	31,233,155	51.25%
Parks, Recreation and Cultural	4,391,101	5,098,534	16.11 %	4,737,982	9,836,516	51.83%
Community Development	3,136,884	3,019,908	-3.73 %	2,784,825	5,804,733	52.02%
Transfer to Debt Service Fund	11,807,938	12,378,811	4.83 %	5,345,907	17,724,718	69.84%
Transfer to School Fund	26,380,423	28,069,004	6.40 %	27,176,150	55,245,154	50.81%
Nondepartmental	5,835,481	4,763,019	-18.38 %	5,183,200	9,946,219	47.89%
Total	\$ 116,651,595	\$ 121,055,042	3.77 %	\$ 107,847,878	\$ 228,902,920	52.88%

**CITY OF ROANOKE, VIRGINIA
SCHOOL FUND STATEMENT OF REVENUE**

<u>Revenue Source</u>	<u>Year to Date for the Period</u>			<u>Current Fiscal Year</u>	
	<u>July 1 - Dec 31 2004-2005</u>	<u>July 1 - Dec 31 2005-2006</u>	<u>Percentage of Change</u>	<u>Revised Revenue Estimates</u>	<u>Percent of Revenue Estimate Received</u>
State Sales Tax	\$ 3,457,258	\$ 3,875,418	12.10 %	\$ 12,050,078	32.16 %
Grants-in-Aid Commonwealth	24,117,228	24,352,632	0.98 %	53,072,458	45.89 %
Grants-in-Aid Federal Government	39,139	59,085	50.96 %	125,000	47.27 %
Charges for Services	156,268	478,196	206.01 %	2,720,100	17.58 %
Interest On Investments	-	-	0.00 %	-	0.00 %
Transfer from General Fund	26,380,423	28,069,005	6.40 %	55,245,154	50.81 %
Total	\$ 54,150,316	\$ 56,834,336	4.96 %	\$ 123,212,790	46.13 %

SCHOOL FUND STATEMENT OF EXPENDITURES AND ENCUMBRANCES

<u>Expenditures</u>	<u>Year to Date for the Period</u>			<u>Current Fiscal Year</u>		
	<u>July 1 - Dec 31 2004-2005</u>	<u>July 1 - Dec 31 2005-2006</u>	<u>Percentage of Change</u>	<u>Unencumbered Balance</u>	<u>Revised Appropriations</u>	<u>Percent of Budget Obligated</u>
Instruction	\$39,945,101	\$ 40,078,180	0.33 %	\$ 50,386,263	\$ 90,464,443	44.30 %
General Support	2,559,059	2,977,718	16.36 %	2,660,638	5,638,356	52.81 %
Transportation	2,439,366	2,652,569	8.74 %	2,489,201	5,141,770	51.59 %
Operation and Maintenance of Plant	6,724,002	6,175,727	-8.15 %	6,476,911	12,652,638	48.81 %
Facilities	1,128,331	1,104,421	-2.12 %	1,461,903	2,566,324	43.04 %
Other Uses of Funds	6,382,817	5,033,646	-21.14 %	3,121,655	8,155,301	61.72 %
Total	\$ 59,178,676	\$ 58,022,261	-1.95 %	\$ 66,596,571	\$ 124,618,832	46.56 %

**CITY OF ROANOKE, VIRGINIA
CIVIC FACILITIES FUND
COMPARATIVE INCOME STATEMENT
FOR THE SIX MONTHS ENDING DECEMBER 31, 2005**

	<u>FY 2006</u>	<u>FY 2005</u>
Operating Revenues		
Rentals	\$ 273,170	\$ 297,797
Event Expenses	65,952	106,613
Display Advertising	29,668	60,860
Admissions Tax	141,220	244,558
Electrical Fees	4,905	11,845
Novelty Fees	18,960	46,495
Facility Surcharge	97,349	134,075
Charge Card Fees	26,845	58,188
Commissions	8,596	44,626
Catering/Concessions	387,539	398,454
Other	6,064	14,716
Total Operating Revenues	<u>1,060,268</u>	<u>1,418,227</u>
Operating Expenses		
Personal Services	1,002,856	975,995
Operating Expenses	797,139	953,770
Depreciation	279,590	234,298
Total Operating Expenses	<u>2,079,585</u>	<u>2,164,063</u>
Operating Loss	<u>(1,019,317)</u>	<u>(745,836)</u>
Nonoperating Revenues (Expenses)		
Interest on Investments	24,035	32,863
Transfer from General Fund	803,346	499,483
Transfer from General Fund - Victory Stadium	125,841	102,277
Transfer to Debt Service Fund	(47,809)	(48,409)
Interest and Fiscal Charges	(46,970)	(47,661)
Arena Ventures Contractual Penalties	133,585	122,970
Miscellaneous	1,939	4,884
Net Nonoperating Revenues	<u>993,967</u>	<u>666,407</u>
Net Loss	<u><u>\$ (25,350)</u></u>	<u><u>\$ (79,429)</u></u>

**CITY OF ROANOKE, VIRGINIA
PARKING FUND
COMPARATIVE INCOME STATEMENT
FOR THE SIX MONTHS ENDING DECEMBER 31, 2005**

	<u>FY 2006</u>	<u>FY 2005</u>
Operating Revenues		
Century Station Parking Garage	\$ 205,950	\$ 185,871
Williamson Road Parking Garage	263,957	263,173
Market Square Parking Garage	110,969	113,806
Church Avenue Parking Garage	332,299	310,231
Tower Parking Garage	216,380	203,162
Gainsboro Parking Garage	60,626	51,974
Williamson Road Surface Lots	42,362	43,653
Norfolk Avenue Surface Lot	15,648	34,129
Gainsboro Surface Lot	23,304	28,552
Church Avenue Surface Lot	22,800	22,800
Bullitt Avenue Surface Lot	40,598	39,824
Salem Avenue Surface Lot	11,576	12,913
West Church/YMCA Surface Lots	<u>15,781</u>	<u>6,828</u>
Total Operating Revenues	<u>1,362,250</u>	<u>1,316,916</u>
Operating Expenses		
Operating Expenses	544,510	534,333
Depreciation	<u>289,009</u>	<u>288,824</u>
Total Operating Expenses	<u>833,519</u>	<u>823,157</u>
Operating Income	<u>528,731</u>	<u>493,759</u>
Nonoperating Revenues (Expenses)		
Interest on Investments	39,082	18,129
Interest and Fiscal Charges	<u>(150,081)</u>	<u>(161,227)</u>
Net Nonoperating Expenses	<u>(110,999)</u>	<u>(143,098)</u>
Net Income	<u><u>\$ 417,732</u></u>	<u><u>\$ 350,661</u></u>

**CITY OF ROANOKE, VIRGINIA
MARKET BUILDING FUND
COMPARITIVE INCOME STATEMENT
FOR THE SIX MONTHS ENDING DECEMBER 31, 2005**

	<u>FY 2006</u>	<u>FY 2005</u>
Operating Revenues		
Retail Space Rental	\$ 133,832	\$ 106,148
Total Operating Revenues	<u>133,832</u>	<u>106,148</u>
Operating Expenses		
Operating Expense	129,641	145,456
Depreciation	<u>3,886</u>	<u>3,883</u>
Total Operating Expenses	<u>133,527</u>	<u>149,339</u>
Operating Income (Loss)	<u>305</u>	<u>(43,191)</u>
Nonoperating Revenues		
Interest on Investments	2,010	53
Miscellaneous	<u>130</u>	<u>-</u>
Net Nonoperating Revenues	<u>2,140</u>	<u>53</u>
Net Income (Loss)	<u><u>\$ 2,445</u></u>	<u><u>\$ (43,138)</u></u>

**CITY OF ROANOKE, VIRGINIA
CITY TREASURER'S OFFICE
GENERAL STATEMENT OF ACCOUNTABILITY
FOR THE MONTH ENDED DECEMBER 31, 2005**

TO THE DIRECTOR OF FINANCE:

GENERAL STATEMENT OF ACCOUNTABILITY OF THE CITY TREASURER OF THE CITY OF ROANOKE, VIRGINIA FOR THE FUNDS OF SAID CITY FOR THE MONTH ENDED DECEMBER 31, 2005.

FUND	BALANCE AT NOV 30, 2005	RECEIPTS	DISBURSEMENTS	BALANCE AT DEC 31, 2005	BALANCE AT DEC 31, 2004
GENERAL	\$14,808,105.69	\$16,700,815.58	\$19,372,475.75	\$12,136,445.52	(\$10,957,152.75)
WATER	420.00	0.00	0.00	420.00	420.00
WATER POLLUTION CONTROL	1,738.22	0.00	0.00	1,738.22	1,738.22
CIVIC FACILITIES	3,685,526.09	121,879.57	1,224,842.73	2,582,562.93	8,472,918.35
PARKING	3,431,452.31	226,877.17	90,796.58	3,567,532.90	3,121,644.76
CAPITAL PROJECTS	48,779,719.04	9,644,849.36	7,117,181.91	51,307,386.49	59,483,288.30
MARKET BUILDING OPERATIONS	100,582.07	30,387.46	68,316.70	62,652.83	(69,328.21)
CONFERENCE CENTER	3,847,462.33	5,592.60	400.20	3,852,654.73	3,995,016.70
DEBT SERVICE	1,196,876.96	51,601.46	185,113.29	1,063,365.13	16,053,735.90
DEPT OF TECHNOLOGY	4,547,942.70	214,599.86	263,205.61	4,499,336.95	3,229,912.95
FLEET MANAGEMENT	1,270,939.15	96,587.95	499,946.90	867,580.20	(471,521.94)
PAYROLL	(15,684,119.04)	20,358,017.86	20,312,087.76	(15,638,188.94)	(18,712,095.42)
RISK MANAGEMENT	11,469,627.46	795,856.37	900,139.93	11,365,343.90	11,851,208.03
PENSION	140,560.03	2,456,860.33	1,819,509.83	777,910.53	671,119.96
SCHOOL FUND	6,584,959.32	3,975,048.90	7,972,346.91	2,587,661.31	3,396,621.88
SCHOOL CAPITAL PROJECTS	4,014,323.95	387,468.54	1,338,267.66	3,063,524.83	24,667,212.30
SCHOOL FOOD SERVICE	294,455.93	495,573.98	758,177.81	31,852.10	(213,414.03)
GRANT	2,104,769.86	1,134,490.69	774,745.22	2,464,515.33	844,459.30
TOTAL	\$90,595,342.07	\$56,696,507.68	\$62,697,554.79	\$84,594,294.96	\$105,365,784.30

CERTIFICATE

I HEREBY CERTIFY THAT THE FOREGOING IS A TRUE STATEMENT OF MY ACCOUNTABILITY TO THE CITY OF ROANOKE, VIRGINIA, FOR THE FUNDS OF THE VARIOUS ACCOUNTS THEREOF FOR THE MONTH ENDED DECEMBER 31, 2005.
THAT SAID FOREGOING:

CASH

CASH IN HAND

\$651,788.57

CASH IN BANK

225,660.66

INVESTMENTS ACQUIRED FROM COMPETITIVE PROPOSALS:

COMMERCIAL HIGH PERFORMANCE MONEY MARKET

5,400,000.00

LOCAL GOVERNMENT INVESTMENT POOL

22,280,692.76

MONEY MANAGEMENT ACCOUNT

10,852,143.41

REPURCHASE AGREEMENTS

3,000,000.00

U. S. AGENCIES

9,453,237.50

VIRGINIA AIM PROGRAM (U. S. SECURITIES)

21,161,962.85

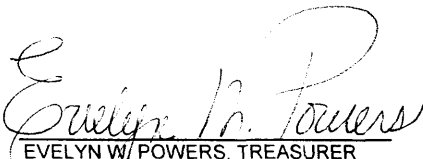
VIRGINIA SNAP PROGRAM (U. S. SECURITIES)

11,568,809.21

TOTAL

\$84,594,294.96

JANUARY 23, 2006


EVELYN W. POWERS, TREASURER

**CITY OF ROANOKE PENSION PLAN
STATEMENT OF CHANGES IN PLAN NET ASSETS
FOR THE SIX MONTHS ENDED DECEMBER 31, 2005**

	<u>FY 2006</u>	<u>FY 2005</u>
<u>Additions:</u>		
Employer Contributions	\$ 4,190,515	\$ 2,939,968
Investment Income		
Net Appreciation (Depreciation) in Fair Value of Investments	14,829,391	20,380,593
Interest and Dividend Income	3,356,064	1,855,343
Total Investment Income (Loss)	18,185,455	22,235,936
Less Investment Expense	91,173	102,307
Net Investment Income (Loss)	18,094,282	22,133,629
Total Additions (Deductions)	<u>\$ 22,284,797</u>	<u>\$ 25,073,597</u>
 <u>Deductions</u>		
Benefits Paid to Participants	\$ 10,705,245	\$ 10,028,968
Administrative Expenses	290,891	284,570
Total Deductions	<u>10,996,136</u>	<u>10,313,538</u>
 Net Increase (Decrease)	11,288,661	14,760,059
 Net Assets Held in Trust for Pension Benefits:		
Fund Balance July 1	318,675,367	306,925,352
Fund Balance December 31	<u><u>\$ 329,964,028</u></u>	<u><u>\$ 321,685,411</u></u>

**CITY OF ROANOKE PENSION PLAN
BALANCE SHEET
DECEMBER 31, 2005**

	<u>FY 2006</u>	<u>FY 2005</u>
<u>Assets</u>		
Cash	\$ 777,621	\$ 668,845
Investments, at Fair Value	331,241,097	322,937,541
Due from Other Funds	1,431	8,589
Other Assets	<u>-</u>	<u>6,531</u>
Total Assets	<u>\$ 332,020,149</u>	<u>\$ 323,621,506</u>
 <u>Liabilities and Fund Balance</u>		
Liabilities:		
Due to Other Funds	\$ 2,055,480	\$ 1,934,920
Accounts Payable	<u>641</u>	<u>1,175</u>
Total Liabilities	<u>2,056,121</u>	<u>1,936,095</u>
Fund Balance:		
Fund Balance, July 1	318,675,367	306,925,352
Net Gain (Loss) - Year to Date	<u>11,288,661</u>	<u>14,760,059</u>
Total Fund Balance	<u>329,964,028</u>	<u>321,685,411</u>
Total Liabilities and Fund Balance	<u>\$ 332,020,149</u>	<u>\$ 323,621,506</u>



Architectural Review Board
Board of Zoning Appeals
Planning Commission

CITY OF ROANOKE
PLANNING BUILDING AND DEVELOPMENT

215 Church Avenue, S.W., Room 166
Roanoke, Virginia 24011
Telephone: (540) 853-1730 Fax: (540) 853-1230
E-mail: planning@ci.roanoke.va.us

A. 1.

February 6, 2006

The Honorable C. Nelson Harris, Mayor
and Members of City Council
Roanoke, Virginia

Mr. Henry Scholz, Vice Chairman
and Members of Planning Commission
Roanoke, Virginia

Dear Members of the Council and the Commission:

Subject: Request from the City of Roanoke to delete a proffered condition and to have certain revised and new proffered conditions apply to certain property located at 2102 Grandin Road, S.W., Official Tax No. 1460101, Patrick Henry High School, for the purpose of the development of a high school sports stadium, tennis courts, and practice fields.

Background:

By Ordinance No. 36795-071904, City Council rezoned the property from RS-3, Single-Family Residential, to INPUD, Institutional Planned Unit Development District, with a proffered development plan. The petitioner requests the amendment of the development plan to allow for the development of a school sports stadium, a practice field, and three tennis courts. The revised site plan shows a 3,000 seat sports stadium, one additional practice field, and three additional tennis courts west of the existing tennis courts. The petition was initiated by City Council on November 7, 2005, and filed on November 9, 2005. A First Amended Petition was filed on December 9, 2005. On December 19, 2005, the School Board endorsed the proffers as contained in the First Amended Petition. A Second Amended Petition was filed on December 23, 2005, containing certain minor amendments requested by the City Planning Commission at its December 21, 2005 meeting, such amendments agreeable to School Administration representatives in attendance on December 21, 2005.

Considerations:

The property under consideration is zoned as an Institutional Planned Unit Development (INPUD) District, which is a district that encourages harmonious development of institutional uses and mixed-use campus developments, provides flexibility for creative development, minimizes potential negative impacts on neighboring uses, and recognizes the special complexity and interrelationships of land uses. The proposed stadium, practice field, and tennis courts are permitted

in the INPUD district as accessory uses to the existing school. The lighting of the stadium, or any other outdoor athletic facility, will require a special exception from the Board of Zoning Appeals.

Surrounding Zoning Districts and Land Uses

The subject property borders 99 adjacent parcels. The vast majority of the parcels are single-family dwellings. The property is surrounded by the following zoning designations and land-uses:

- R-7, Residential Single-Family District, is located to the northeast and northwest of the parcel along Grandin Road and Brandon Avenue.
- IN, Institutional Districts, are located directly north of the parcel near the intersection of Brandon Avenue and Grandin Road and west of the parcel across from the intersection of Guilford Road and Grandin Road. These districts contain the Christ Lutheran Church, the Unitarian Universalist Church of Roanoke, and the Saint Elizabeth's Episcopal Church.
- R-5, Residential Single Family District, is the primary district along the eastern edge of the parcel. The land uses are mostly single-family dwellings with a few duplexes and vacant parcels across Persinger Road and Blenheim Road.
- MX, Mixed Use District, is located to the southeast. The Shenandoah Life Insurance office complex occupies this parcel.
- ROS, Recreation and Open Space District, is located south of the parcel on Woodlawn Park, which fronts along Montgomery Avenue.
- RM-2, Residential Multifamily, Medium Density District, is located to the southwest of the property.
- RMF, Residential Multifamily District, covers an area southwest of the parcel. The land uses fronting Guilford Avenue largely include single-family residential development.
- CN, Commercial-Neighborhood District, borders the parcel on its western tip. The All-Sports Café and BP Convenience Store are the adjacent uses.

Submittal Requirements of the Institutional Planned Unit Development District

Per the submittal requirements of the INPUD, Exhibit Four of the Second Amended Petition contains information related to the proposed district boundaries and location of all public rights-of-way, driveways and loading areas. Also contained in Exhibit Four is information on the location and use of all proposed structures and those existing structures proposed to remain on the site. The location and extent of all remaining and proposed off-street parking spaces is also illustrated. Pedestrian routes and the use of open spaces are indicated on Exhibit Four, along

with areas of the site to be maintained in a natural or wooded condition. On-site lighting details and proposed lumen levels are depicted and quantified on Exhibit Four to ensure that there is no glare beyond the district boundaries. Exhibit Five details the provision of public water, sewer, and stormwater infrastructure on the redeveloped site. Exhibit Six illustrates the proposed Stadium Plan and details the layout of the playing field, seating, concessions and toilets, and lighting. Exhibit Seven contains the proposed stadium sections and structural elevations.

Conditions Proffered by the Petitioner

The Petitioner hereby requests that the following proffer accepted by Ordinance No. 36795-071904 be deleted:

The property will be developed in substantial conformity with the Site Plan prepared by Rife + Wood Architects dated April 2, 2004, a copy of which is attached to this Petition for Rezoning as Exhibit Four and the Utility Plan prepared by Rife + Wood Architects dated April 2, 2004, a copy of which is attached to this Petition for Rezoning as Exhibit Five, subject to any changes required by the City during comprehensive site plan review.

The Petitioner hereby requests that the following proffered conditions be accepted and substituted for the proffer delineated above:

1. The property will be developed in substantial conformity with the Site Plan prepared by Rife + Wood Architects dated December 5, 2005, a copy of which is attached to this Petition to Amend Proffered Conditions as Exhibit Four, and the Utility Plan prepared by Rife + Wood Architects dated December 5, 2005, a copy of which is attached to this Petition to Amend Proffered Conditions as Exhibit Five.
2. The school sports stadium facility will be developed in substantial conformity with the Stadium Plan and the Stadium Sections, prepared by Rife + Wood Architects dated December 21, 2005 and December 5, 2005, respectively, copies of which are attached to this Petition to Amend Proffered Conditions as Exhibits Six and Seven, respectively.
3. That the usage of the school sports stadium will be limited to high school athletics, graduation ceremonies, and athletic events sponsored through the Parks & Recreation Department of the City of Roanoke, and other youth sports only.
4. That no less than 40% and no more than 60% of all home varsity football games, in a single season, will be played during the daytime hours on Saturday, as the exact number of home football games varies from year to year.

5. That the school sports stadium may be utilized by William Fleming High School, subject to all proffers. William Fleming High School's right to use the Patrick Henry High School stadium shall expire August 31, 2010.
6. That all football games played at the stadium between Patrick Henry High School and William Fleming High School, and any other City of Roanoke high school, will be played during daylight hours only.
7. That all other sporting events, other than varsity football, will begin during daylight hours; lights will only be used in the event of darkness to complete a game.
8. That school sports stadium lighting will not be used for practices and will be utilized for game play only.
9. That all sound amplification systems will only be used for varsity football games, daytime varsity soccer games, and future graduation assemblies should any be recommended by the administration of the school.
10. That manual traffic control will be provided before and after all home varsity football games and graduation ceremonies at the intersections of Brandon Avenue and Grandin Road, Grandin Road and Laburnum Avenue, Grandin Road and Avenel Avenue, and Guilford Avenue and Lofton Road in coordination with the City of Roanoke Police Department.
11. That the intersection of Lofton Road and Guilford Avenue will be blocked before, during, and after every home varsity football game to prevent vehicular traffic, excluding emergency vehicles, from entering and exiting the Patrick Henry High School campus from Lofton Road.
12. That the service entrance to Patrick Henry High School from Blenheim Road will be locked and secured to prevent any parking or access, excluding emergency vehicles and team buses, before, during and after every home varsity football game.

Compatibility with Comprehensive & Neighborhood Plans

The proposed petition is consistent with the following principles and policies of *Vision 2001-2020*, the City's comprehensive plan:

- Roanoke will encourage the efficient use of public schools by co-location of education, lifelong learning, and recreation programs in school facilities, making them community learning centers.(p84, PE P4)

- School facilities are important community facilities. The location of new school facilities will be carefully planned to enhance the surrounding community and adhere to the City Design principles recommended. (p. 84, PE P2)
- Roanoke will encourage on-street parking wherever possible and discourage excessive surface parking lots. Carpooling, park and ride lots, and transit will be encouraged to reduce parking demand. (p. 72, IN P4)
- City Design – New public facilities and buildings will be designed for quality appearance and multiple functions. (p.11)
- Limit the amount of impervious surfaces to reduce runoff. (p.50, EC A13)

The proposed petition is consistent with the following goals and strategies of the *Greater Raleigh Court Neighborhood Plan*:

- Minimize the impacts of increasing traffic.(p. 27, G3)
- Decrease traffic & improve safety in residential areas that will be significantly affected by additional traffic; measures should include encouraging motorists' use of major thoroughfares in lieu of residential streets. (p. 27 G3 A1)
- Enhance park and recreation facilities within the neighborhood. (p. 30, G11)

Community Engagement Program

The City of Roanoke Public Schools Administration held four community engagement meetings on the campus of Patrick Henry High School to solicit input from the community on the design of the school sports stadium. During those meetings, the participants expressed particular concern regarding traffic, parking, lighting, and noise. Each of these issues is examined below.

Traffic and Parking

Traffic generated from a large stadium event is different from school day traffic. Much of the load in occurs over 1-2 hours prior to the event while the load out typically occurs in a much shorter time period during off-peak hours. To address the loading issues, the Petitioner proffers to utilize the City of Roanoke Police Department to direct traffic ingress and egress from the High School property.

Vehicle occupancies generally increase for special events and average 2.5 occupants per vehicle. For a 3,000 seat stadium, this equates to approximately 1,200 vehicles. Current average attendance at a Patrick Henry football game is 1,500 to 2,000 people. This equates to a range of 600 to 800 vehicles. Upon completion of Phase II of the High School construction there will be over 650 spaces available on the entire campus (including parking at the High School, Gibboney Hall, the Governor's School, Raleigh Court Elementary, and the Public

Library). The addition of temporary event parking on Shriner Field will be available to supplement the permanent on-site parking. Staff does not recommend additional permanent parking spaces due to *Vision 2001-2020* policies that discourage excessive surface parking lots and impervious surfaces. Furthermore, the placement of a school sports stadium near residential areas will encourage more attendees to walk or bike to the events, potentially decreasing the traffic and parking demand that might otherwise be generated.

Lighting

The petitioner proffers that the Patrick Henry stadium lighting will only be used for varsity football games and, in the event of darkness, used to complete other sporting events that begin during daylight hours. The petitioner also proffers that stadium lighting will not be used for practices, only for game play. Lighting is not proposed for the practice field or proposed tennis courts. Exhibit 4 contains the lumen levels that are proposed for the stadium and at the property line, as well as the design and model of lighting that will be used.

The issue of lighting can be addressed by the Planning Commission for this petition; however it should be noted that under the recently adopted Zoning Ordinance, Section 36.2-403(f), sports stadium lighting shall be established by special exception granted by the Board of Zoning Appeals (BZA). It should also be noted that under Chapter 21 of City Code, Section 21-43.1, the operation of any lighted athletic facilities that are contiguous to residentially zoned parcels is prohibited after 10PM.

Noise

The petitioner has proffered that the stadium public address system will only be used for varsity football games, daytime varsity soccer games, and future graduation assemblies. The stadium has been oriented so that the home seating faces Shrine Hill, thus directing the loudest crowd noise away from the adjoining residential areas. The playing field and lower level seating is proposed to be below the existing ground level and/or shielded by a berm of excavated fill (see Exhibit Seven), which may also reduce noise transport. Additionally, an evergreen tree buffer is proposed to be planted around most of the stadium perimeter.

Summary of Planning Commission Meeting on December 21, 2005

At its meeting held on December 21, 2005, the Planning Commission heard presentations regarding the petition from Bernie Godek, Associate Superintendent, Richard Rife, Project Architect, and Jake Gilmer, City staff. Mr. Godek spoke to the School Board's goal of producing complete school campuses that enhance student experience and academic performance. He also described the four community engagement meetings held by School Administration, which lead to the development of the proffered conditions contained in the petition. Mr. Rife described the proposed stadium design and his firm's efforts to address issues of aesthetics, lighting, and noise.

The Commission asked questions of the petitioner and staff during the meeting. Many of their questions related to lighting, traffic, parking, and noise. Several Commissioners noted that the Greater Raleigh Court neighborhood will need to work with the City and the School Administration to ensure that the proffers are carried out in the spirit in which they have been offered. The Commission requested that several of the proffers be clarified. Those clarifications are included in the Second Amended Petition.

After presentations from Bernie Codek and Richard Rife, as well as the staff report, the following persons spoke:

James Loesel (2428 Guilford Avenue, S.W.) – Mr. Loesel identified various deficiencies with the design of the proposed stadium. Mr. Loesel presented his comments in writing which are attached.

Phillip Wright (1646 Center Hill Drive, S.W.) – Mr. Wright said he opposed the location of the stadium in the quiet, established neighborhood.

Suzanne Osborne (1702 Blair Road, S.W.) – Ms. Osborne said she represented 400 citizens in opposition to the proposed stadium. She noted there were other negative impacts besides noise, lighting, and traffic.

Mary Scanlon (1631 Center Hill Drive, S.W.) – Ms. Scanlon questioned the advertising and posting of the community meetings and spoke about the safety issues in her neighborhood with regard to use of a stadium and traffic management.

Kurt Navratil (1877 Arlington Road, S.W.) – Mr. Navratil said he was president of the Greater Raleigh Court Civic League and a homeowner on Arlington Road. He said that the Board of Greater Raleigh Court had voted in support of the proposed stadium and that he was personally satisfied that the school administration had addressed the concerns raised.

Carol Brash (2259 Westover Avenue, S.W.) – Ms. Brash said that she supported the location of a stadium at Patrick Henry and the students deserved to have a stadium at their school.

Tom Skelly (2402 Avenel Avenue, S.W.) - Mr. Skelly compared the location of the stadium in the neighborhood with the locating of a Home Depot or a Lowe's in a neighborhood.

Robert Turcotte (6744 Christopher Drive) – Mr. Turcotte said that he was a former president of the Greater Raleigh Court Civic League and PTA president at Wasena. He stated that the stadium issue was emotional and asked that emotions be taken out of the decision-making.

Mike Warner (4914 Buckhorn Drive) – Mr. Warner said he supported a stadium at Patrick Henry. He talked about his experience growing up at and teaching at a school without a stadium and discussed the benefits of having school stadiums.

Ab Boxley (301 Willow Oak Drive) – Mr. Boxley said he strongly supported the request before the Commission and felt it was compatible with the surrounding community and would be an asset.

Stuart Revercomb (2408 Stanley Avenue, S.W.) - Mr. Revercomb referenced the Greater Raleigh Court Neighborhood Plan and discussed the figures on attendance and parking and said that parking should be planned on the capacity of the stadium.

Winfred Noell (2743 Northview Drive) – Mr. Noell said everyone knew where he stood on the issue. He talked about parking and questioned where people would park who want to use the library during game time.

Bart Wilner (2709 Crystal Spring Avenue) – Mr. Wilner said that he and the coaches, teachers, students and parents preferred to have a stadium at the high school. He also discussed the benefits of having high school stadiums.

Dick Kepley (550 Kepplewood) - Mr. Kepley questioned where people would park who wanted to use the library, Governor School when the stadium was being used. He said there was not enough parking. He read a statement from Mr. Rife that had been forwarded to the Stadium Committee.

Patricia Edwards (3045 Poplar Lane) – Ms. Edwards said she was president of the Patrick Henry PTSA and asked the Commission to support a campus multi-purpose, lighted athletic field.

E. Duane Howard (1135 Wasena Avenue) – Mr. Howard appeared before the Commission to discuss the process.

Evelyn Bethel (35 Patton Avenue, N.E.) – Ms. Bethel gave her outlook on the proposal for two stadiums. She stated that students at William Fleming should not have to wait until 2010 for a stadium.

Alan Scanlon (1631 Center Hill Drive, S.W.) – Mr. Scanlon presented an aerial view of the proposed stadium and surrounding neighborhood and said he could not understand how a stadium could be proposed for this dense residential area.

Margaret Keyser (2701 Guilford Avenue, S.W.) – Ms. Keyser said that if the School Board really wanted to have a stadium on school property, they should have chosen one of the 13 sites the Victory Stadium Committee looked at and building a new Patrick Henry High School as well as a stadium on one of those sites.

Joyce Waugh (on behalf of the Roanoke Regional Chamber of Commerce) – Ms. Waugh said that the Chamber supported the proposed stadium. A copy of the Chamber's letter is attached.

Vickie Damico (2256 Windsor Avenue, S.W.) – Ms. Damico said she supported the stadium at Patrick Henry and encouraged the Commission to vote in favor.

Barbara Colonna (2318 Laburnum Avenue, S.W.) – Ms. Colonna said she supported the stadium at Patrick Henry and urged the Commission to support it.

Ivan Moore (2219 Carter Road, S.W.) – Mr. Moore talked about his involvement with the Booster Club and said he would be excited to have a stadium at the high school.

Recommendation:

Given the comprehensive nature of the proffered conditions, both as they relate to design and operation of the facility, and the overall relationship of the site to adjacent properties, staff supports the Second Amended Petition for the amendment of proffers. The Planning Commission should recommend approval of the petition to the City Council.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "R. Brian Townsend". The signature is fluid and cursive, with the first name "R. Brian" and last name "Townsend" clearly distinguishable.

R. Brian Townsend, Agent
City Planning Commission

Attachments

cc: Darlene L. Burcham, City Manager
Rolanda Russell, Assistant City Manager for Community Development
William M. Hackworth, City Attorney
Steven J. Talevi, Assistant City Attorney
Bernard Godek, Deputy Superintendent, Roanoke City Schools

Comments to the Planning Commission

December 21, 2005

PUD Plan for City Property, including Patrick Henry HS

My name is James Loesel. I live at 2428 Guilford Avenue.

After a brief review of the proposed site plan and proffers, I have identified problems with the design in four different areas. These deficiencies should be addressed through changes in facility design to reduce impacts on the neighborhood and improve the functioning of the sports facilities.

Area 1, the proposed tennis courts:

- Before constructing new courts, the substantial problem with the lighting of the existing three tennis courts should be addressed. Currently, whenever the courts are used at night, the sky glows silver. The lighting probably exceeds the standard of .5 foot candle at the property line that is noted on *exhibit four* of the proposed site plan. This situation should be ameliorated by the installation of new fixtures designed to reduce light spillage, similar in design to those proposed for the stadium.
- The existing parking lot (shown inadequately on *exhibit three*) serves a variety of users including tennis court players, Shriner field participants and spectators, users of recreation facilities in other parts of Shrine Hill Park and Raleigh Court Elementary School playground, utility trucks, and patrons of the neighboring All Sports Café.
- What may be a parking lot shown on *exhibit four* appears to be inadequate even for users of the expanded tennis courts, and certainly does not allow for the current level of parking for the variety of uses noted earlier.
- Unless the proposed parking lot is expanded substantially, the parking will be squeezed onto the alleyway. This is likely to block traffic by a variety of users, including the residents along Guilford Avenue, many of whom use the alley to access parking in the back of their lots.
- Furthermore, unless the proposed parking lot is expanded substantially, parking will be squeezed further onto Guilford Avenue. The residents there are already impacted by parking by non-residents. Although not part of the proposed site plan discussion, I note that the sidewalks along Guilford are unsafe because they in bad repair, not lighted, and flow with a torrent of water during rain storms. I urge the City to address these existing problems in the neighborhood no matter what decisions are made regarding the proposed facilities in Shrine Hill Park.

Area 2, the upgraded track and field and soccer field facility:

- Although the site plan notes a soccer field within the track, the proposed design of the track and field facilities does not accommodate the co-location of a full-sized soccer field. Needed changes to accomplish this fit include:
 1. location of the long jump and triple jump runways outside the track oval; and,
 2. reconfiguration of the track into a German broken-back design to allow for the width of full-sized soccer field within the track oval.

- Bleachers for spectators should be included on the site plan.
- A walkway for spectators from the parking lot to the track should be included on the site plan. There is currently no developed access to the track for participants and spectators.
- The design currently does not accommodate bus parking in this area. The proposed improved track surface will be a magnet for holding more and larger track meets on this facility. The design should accommodate at least 15 buses.
- The current transportation design would encourage bus drivers to drop participants off either at the parking area or on the greenway, and then exit the school property on Lofton, drive down Guilford, turn on Grandin Road, reenter the school at the main entrance and park somewhere convenient in the parking lot. After the meet, the bus drivers would form a line of buses on Lofton (still within the campus), load the participants, and then exit via Lofton onto Guilford. The result would be increased traffic of school buses onto Guilford, which is not an appropriate street for school bus traffic.
- To avoid this problem, the proffer that would bar vehicular access at Lofton for football games should be amended to include all track meets.
- Further, on site transportation routing should be developed to allow buses to return from the track area to the main exit Grandin Road.
- This routing would also serve the cars using parking behind Gibboney Hall and Raleigh Court Elementary for stadium events. Under the restrictions in proffer 11, cars will not be allowed to exit the campus via Lofton Road.

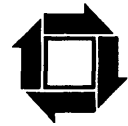
Area 3, the parking at the library:

- A proffer should be added to require signs in the library parking lot which would reserve parking for specifically for library patrons. The parking spaces there are currently included in calculations for parking at football events. If parking for non-library events is allowed there, library patrons will either be forced to park in the neighborhood or denied use of the library during some athletic events.

Area 4, the playing fields near the stadium:

- On the current site plan shown in *exhibit three*, there is a notation which states that “the reconstruction of the high school allows for the creation of two new soccer/football fields and the expansion of the softball field to regulation size.” This notation is not included on the proposed site plan, and it appears the soccer fields have been eliminated and substituted with “practice fields”. The design on the site plan should restore the soccer fields--which seem always to be in short supply for recreation use, as well school use. The proposed site plan should also restore the notation that is included on the current plan to assure that the fields will be to regulation soccer and softball standards.

In conclusion, the neighborhood is **currently** impacted on a daily basis by normal school operation. These **existing** impacts on the neighborhood should be reduced through site plan modification before imposing **additional** impacts on the neighborhood through the inadequate design of athletic facilities.



ROANOKE
REGIONAL
CHAMBER OF
COMMERCE

Remarks to the Roanoke City Planning Commission

December 21, 2005

Joyce Waugh, Vice President, Public Policy

Roanoke Regional Chamber of Commerce

Chamber supports the Land Use Decision to place stadium at Patrick Henry High School.

In an earlier op-ed, the Roanoke Regional Chamber outlined solid reasons for stadiums at two high schools. Now the issue is one of land use.

A high school stadium at Patrick Henry High School, at issue today, would:

- Make good use of existing school property
- Make effective use of existing parking while adding additional parking
- Enhance the school campus
- Improve neighborhood amenities

A high school stadium at Patrick Henry High School also:

- Would increase traffic periodically, but it would be the same nature of existing school traffic, not significantly different from what currently exists.
- Would not significantly change the character of the neighborhood, with the high school already in place

At the heart of this issue is whether a stadium is a good fit with the existing school and neighborhood. The timing is ideal, with construction underway at Patrick Henry and it is a good fit for the community and the high school.

The Roanoke Regional Chamber urges the Roanoke City Planning Commission to move forward approving the zoning for a stadium at Patrick Henry High School.



MARY F. PARKER, CMC
City Clerk

CITY OF ROANOKE OFFICE OF THE CITY CLERK

215 Church Avenue, S.W., Room 456
Roanoke, Virginia 24011-1536
Telephone: (540) 853-2541
Fax: (540) 853-1145
E-mail: clerk@ci.roanoke.va.us

STEPHANIE M. MOON, CMC
Deputy City Clerk

SHEILA N. HARTMAN
Assistant City Clerk

December 23, 2005

File #51

RECEIVED

DEC 27 2005

CITY OF ROANOKE
PLANNING BUILDING AND DEVELOPMENT

Richard A. Rife, Chair
City Planning Commission
1326 Grandin Road, S. W.
Roanoke, Virginia 24015

Dear Mr. Rife:

Pursuant to Section 36.1-690(e) of the Code of the City of Roanoke (1979), as amended, I am enclosing copy of a second amended petition received in the City Clerk's Office on December 23, 2005, from Darlene L. Burcham, City Manager, requesting Amendment of Proffered Conditions in connection with the rezoning of a tract of land located at 2102 Grandin Road, S. W., Official Tax No. 1460101.

Sincerely,

A handwritten signature in black ink, reading "Stephanie M. Moon".

Stephanie M. Moon, CMC
Deputy City Clerk

SMM:ew

Enclosures

pc: The Honorable Mayor and Members of the Roanoke City Council
Darlene L. Burcham, City Manager
Susan S. Lower, Director, Real Estate Valuation
Martha P. Franklin, Secretary, City Planning Commission
Philip C. Schirmer, City Engineer
William M. Hackworth, City Attorney
Steven J. Talevi, Assistant City Attorney

SECOND AMENDED PETITION TO AMEND PROFFERED

CONDITION

IN THE COUNCIL OF THE CITY OF ROANOKE, VIRGINIA

IN RE:

Amendment of proffered conditions on certain property located at
2102 Grandin Road, S.W., Official Tax No. 1460101

TO THE HONORABLE MAYOR AND MEMBERS OF THE COUNCIL
OF THE CITY OF ROANOKE:

By Ordinance No. 36795-071904, at the request of the City of
Roanoke, City Council rezoned the property identified as Official Tax No.
1460101 to INPUD, Institutional Planned Unit Development District, with
a proffered condition. A map of the property is attached hereto as Exhibit
1.

The Petitioner, the City of Roanoke, owns said land and requests
that the condition relating to said property be amended as hereinafter set
out.

The Petitioner believes that the subject amendment of proffer will
further the intent and purposes of the City Zoning Ordinance and its
Comprehensive Plan by permitting the development of a school sports
stadium on said property.

The Petitioner hereby requests that the following proffer accepted
by Ordinance No. 36795-071904 be deleted:

1. The property will be developed in substantial conformity
with the Site Plan prepared by Rife + Wood Architects dated

April 2, 2004, a copy of which is attached to this Petition for Rezoning as Exhibit Four and the Utility Plan prepared by Rife + Wood Architects dated April 2, 2004, a copy of which is attached to this Petition for Rezoning as Exhibit Five, subject to any changes required by the City during comprehensive site plan review.

The Petitioner hereby requests that the following proffered conditions be accepted and substituted for the proffer delineated above:

1. The property will be developed in substantial conformity with the Site Plan prepared by Rife + Wood Architects dated December 5, 2005, a copy of which is attached to this Petition to Amend Proffered Conditions as Exhibit Four, and the Utility Plan prepared by Rife + Wood Architects dated December 5, 2005, a copy of which is attached to this Petition to Amend Proffered Conditions as Exhibit Five.
2. The school sports stadium facility will be developed in substantial conformity with the Stadium Plan and the Stadium Sections, prepared by Rife + Wood Architects dated December 21, 2005 and December 5, 2005, respectively, copies of which are attached to this Petition to Amend Proffered Conditions as Exhibits Six and Seven, respectively.
3. That the usage of the school sports stadium will be limited to high school athletics, graduation ceremonies, and athletic

events sponsored through the Parks & Recreation Department of the City of Roanoke, and other youth sports only.

4. That no less than 40% and no more than 60% of all home varsity football games, in a single season, will be played during the daytime hours on Saturday, as the exact number of home football games varies from year to year.
5. That the school sports stadium may be utilized by William Fleming High School, subject to all proffered conditions.

William Fleming High School's right to use the Patrick Henry High School stadium shall expire August 31, 2010.
6. That all football games played at the stadium between Patrick Henry High School and William Fleming High School, and any other City of Roanoke high school, will be played during daylight hours only.
7. That all other sporting events, other than varsity football, will begin during daylight hours; lights will only be used in the event of darkness to complete a game.
8. That school sports stadium lighting will not be used for practices and will be utilized for game play only.
9. That all sound amplification systems will only be used for varsity football games, daytime varsity soccer games, and future graduation assemblies should any be recommended by the administration of the school.


10. That manual traffic control will be provided before and after all home varsity football games and graduation ceremonies at the intersections of Brandon Avenue and Grandin Road, Grandin Road and Laburnum Avenue, Grandin Road and Avenel Avenue, and Guilford Avenue and Lofton Road in coordination with the City of Roanoke Police Department.
11. That the intersection of Lofton Road and Guilford Avenue will be blocked before, during, and after every home varsity football game to prevent vehicular traffic, excluding emergency vehicles, from entering and exiting the Patrick Henry High School campus from Lofton Road.
12. That the service entrance to Patrick Henry High School from Blenheim Road will be locked and secured to prevent any parking or access, excluding emergency vehicles and team buses, before, during and after every home varsity football game.

Attached as Exhibit 2 are the names, addresses and tax numbers of the owner or owners of all lots or property immediately adjacent to and immediately across a street or road from the subject property. Attached, as Exhibit 3 is the currently approved site plan, dated April 2, 2004.

WHEREFORE, the Petitioner requests that the above-described proffers be accepted as herein set out in accordance with the provisions of the Zoning Ordinance of the City of Roanoke.

Respectfully submitted this 23rd day of December, 2005.

Respectfully submitted,

By 
Darlene L. Burcham, City Manager

Darlene L. Burcham, City Manager
City of Roanoke
215 Church Avenue, S.W.
Roanoke, Virginia 24011
(540) 853-2333

Exhibit One

Tax No. 1460101

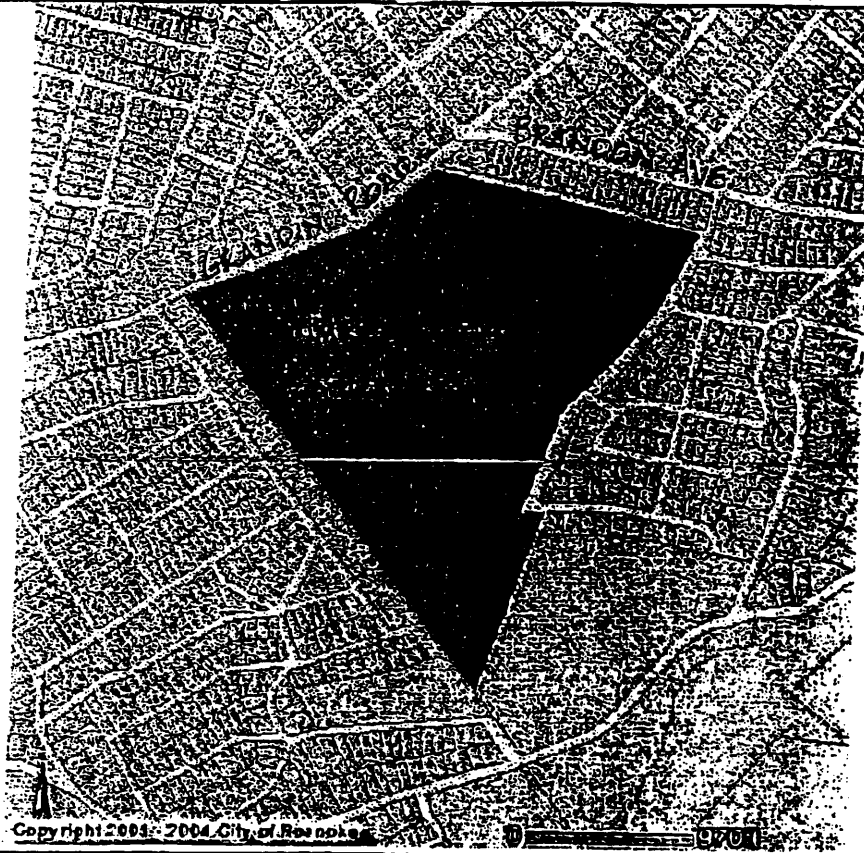


Exhibit 2 - Adjoining Property Owners

Tax No.	Owner Name/Mailing Address	Property address if different from mailing address
1551201	Cao Ming Hua & Ren Haiging 1302 Belle Aire Lane Roanoke, VA 24018	2326 Grandin Road, SW
1551204	Ronald and Misty Bingham 2412 Guildford Avenue, SW Roanoke, VA 24015	
1551205	James and Jennifer McLeese 2416 Guilford Avenue, SW Roanoke, VA 24015	
1551206	Michelle Peale 2420 Guilford Avenue, SW Roanoke, VA 24015	
1551207	Lynn C. Wigginton 2424 Guilford Avenue, SW Roanoke, VA 24015	
1551208	James and Jean Loesl 2428 Guilford Avenue, SW Roanoke, VA 24015	
1551209	Patricia G. Wilson P O Box 4744 Roanoke, VA 24015-0744	2432 Guilford Avenue, SW
1551210	Robert and Edna Weaver 2436 Guilford Avenue, SW Roanoke, VA 24015	
1551211	Claire V. English 6300 Scotford Court Roanoke, VA 24018	2440 Guilford Avenue, SW
1551212	Robert B. Lipscomb 2413 Bridgehaven Trail Richmond, VA 23233	Guilford Avenue, SW
1551213	Robert Lipscomb 2559 Winlfrey Drive Roanoke, VA 24018	2502 Guilford Avenue, SW
1551214	John and Patricia Patterson 5903 Castle Rock Road Roanoke, VA 24018	2506 Guildford Avenue, SW
1551215	David K. Cumins 5145 Partridge Circle, SW Roanoke, VA 24014	2512 Guilford Avenue, SW
1551216	Brenda R. Page 2602 Guilford Avenue, SW Roanoke, VA 24015	

1551217	Dinia M. Pease 2608 Guilford Avenue, SW Roanoke, VA 24015	
1551218	Kenneth C. Dunn 2612 Guilford Avenue, SW Roanoke, VA 24015	
1551219	Alice C. Tuckwiller 2616 Guilford Avenue, SW Roanoke, VA 24015	
1551220	Marvin and Sandra Harrison 2620 Guilford Avenue, SW Roanoke, VA 24015	
1551221	Colin and Judith Lunsford 2624 Guilford Avenue, SW Roanoke, VA 24015	
1551223	James and Connie Hogan 2702 Guilford Avenue, SW Roanoke, VA 24015	
1551224	Jeffrey and Deborah Drinkert 2708 Guilford Avenue, SW Roanoke, VA 24015	
1551225	Donald and Barbara Bolas 2712 Guilford Avenue, SW Roanoke, VA 24015	
1551226	James and Janet Hamrick 2716 Guilford Avenue, SW Roanoke, VA 24015	
1551227	Jonathon and Ilona Todd 2720 Guilford Avenue, SW Roanoke, VA 24015	
1551228	Benjamin and Nancy Henderson 222 Rocky Shore Lane Moneta, VA 24121	2724 Guilford Avenue, SW
1551229	Tammy L. Crush 2728 Guilford Avenue, SW Roanoke, VA 24015	
1551230	Theodore and Dianne Smith 2732 Guilford Avenue, SW Roanoke, VA 24015	
1551231	Mary Jane Shirley 2802 Guilford Avenue, SW Roanoke, VA 24015	
1551232	Terry and Phyllis Clifton 2806 Guilford Avenue, SW Roanoke, VA 24015	

1551233	Joseph A. Murrery 2810 Guilford Avenue, SW Roanoke, VA 24015	
1560501	A E H Properties 225 Heidinger Drive Cary, NC 27511	2816 Guilford Avenue, SW
1560502	John and Nancy Fudge 2902 Guilford Avenue Roanoke, VA 24015	
1560503	Katrina A. Mabery Virginia M. Balserak 2912 Guilford Avenue, SW Roanoke, VA 24015	
1560504	Sue C. Lipscomb 2916 Guilford Avenue, SW Roanoke, VA 24015	
1560505	Ronald and Margaret Whitlock 2922 Guilford Avenue, SW Roanoke, VA 24015	
1560506	Donald and Heather Allder 2928 Guilford Avenue Roanoke, VA 24015	
1560507	Daniel and Laura Foutz 3002 Guilford Avenue, SW Roanoke, VA 24015	
1560508	Olivia I. Byrd 3006 Guilford Avenue, SW Roanoke, VA 24015	
1560509	Kevin and Jennifer Cunningham 3010 Guilford Avenue, SW Roanoke, VA 24015	
1560610	Thomas and Alice Lambdon 3014 Guilford Avenue, SW Roanoke, VA 24015	
1560512	R. Edward and Corinne St. George 3022 Guilford Avenue, SW Roanoke, VA 24015	
1560811	Corinne St. George 3022 Guilford Avenue, SW Roanoke, VA 24015	Oregon Avenue (vacant lot)
1370102	Shenandoah Life Insurance Co. P O Box 12847 Roanoke, VA 24029	2301 Brambleton Avenue, SW

1370901	Geoffrey and Susan Jennings 1744 Blair Road, SW Roanoke, VA 24015	
1370701	David Tucker 1743 Blair Road, SW Roanoke, VA 24015	
1370707	James and Dana George 2340 Blenheim Road Roanoke, VA 24015	
1370306	Douglas and Evie Robison 2517 Mt. Vernon Road, SW Roanoke, VA 24015	
1370307	Lynn and Mary Via 2513 Mt. Vernon Road, SW Roanoke, VA 24015	
1370308	Jon and Wendy McNeece 2507 Mt. Vernon Road, SW Roanoke, VA 24015	
1370309	Jeannie E. Hurt 2501 Mt. Vernon Road, SW Roanoke, VA 24015	
1350302	Jimmy W. Farley 2429 Mt. Vernon Road, SW Roanoke, VA 24015	
1350301	Samuel, III and Deanne Vance 1640 Persinger Road, SW Roanoke, VA 24015	
1350311	Kermit and Elizabeth Hale 2222 Blenheim Road, SW Roanoke, VA 24015	
1350312	Douglas Viehman Diane Naff 2216 Blenheim Road, SW Roanoke, VA 24015	
1350307	Ronald and Shirley Henderson 2421 Mt. Vernon Road, SW Roanoke, VA 24015	
1350209	Michael and April Snow 1639 Persinger Road Roanoke, VA 24015	
1350201	Harriet G. Vance 1656 Center Hill Road, SW Roanoke, VA 24015	

1350114	Christopher and Kelly Kaze 1647 Center Hill Road Roanoke, VA 24015	
1450729	James and Cinda Brown 1702 Brandon Avenue, SW Roanoke, VA 24015	
1450727	Dale and Lora Wilkinson 1710 Brandon Avenue, SW Roanoke, VA 24015	
1450726	Jack and Ruth Meadows 1714 Brandon Avenue, SW Roanoke, VA 24015	
1450725	Frances Kastler 1822 Mayfield Drive Roanoke, VA 24014	1802 Brandon Avenue, SW
1450724	Bruce and Patricia Tolson 1806 Brandon Avenue, SW Roanoke, VA 24015	
1450723	Stephen G. Ellis Jerry P. Ellis 1810 Brandon Avenue, SW Roanoke, VA 24015	
1450722	Frances Kastler 1822 Mayfield Drive Roanoke, VA 24014	1814 Brandon Avenue, SW
1450721	George C. Koss 2854 Fairway Forest Circle Salem, VA 24153	1818 Brandon Avenue, SW
1450720	Michael and Cathy Pegram 1824 Brandon Avenue, SW Roanoke, VA 24015	
1450719	Mark E. Barker 1828 Brandon Avenue, SW Roanoke, VA 24015	
1450718	Elizabeth Velazquez 1832 Brandon Avenue, SW Roanoke, VA 24015	
1450717	Gerald and Drue Danz 1836 Brandon Avenue, SW Roanoke, VA 24015	
1450716	Nancy B. Williams Life Estate 4423 Brentwood Court Roanoke, VA 24018	1840 Brandon Avenue, SW

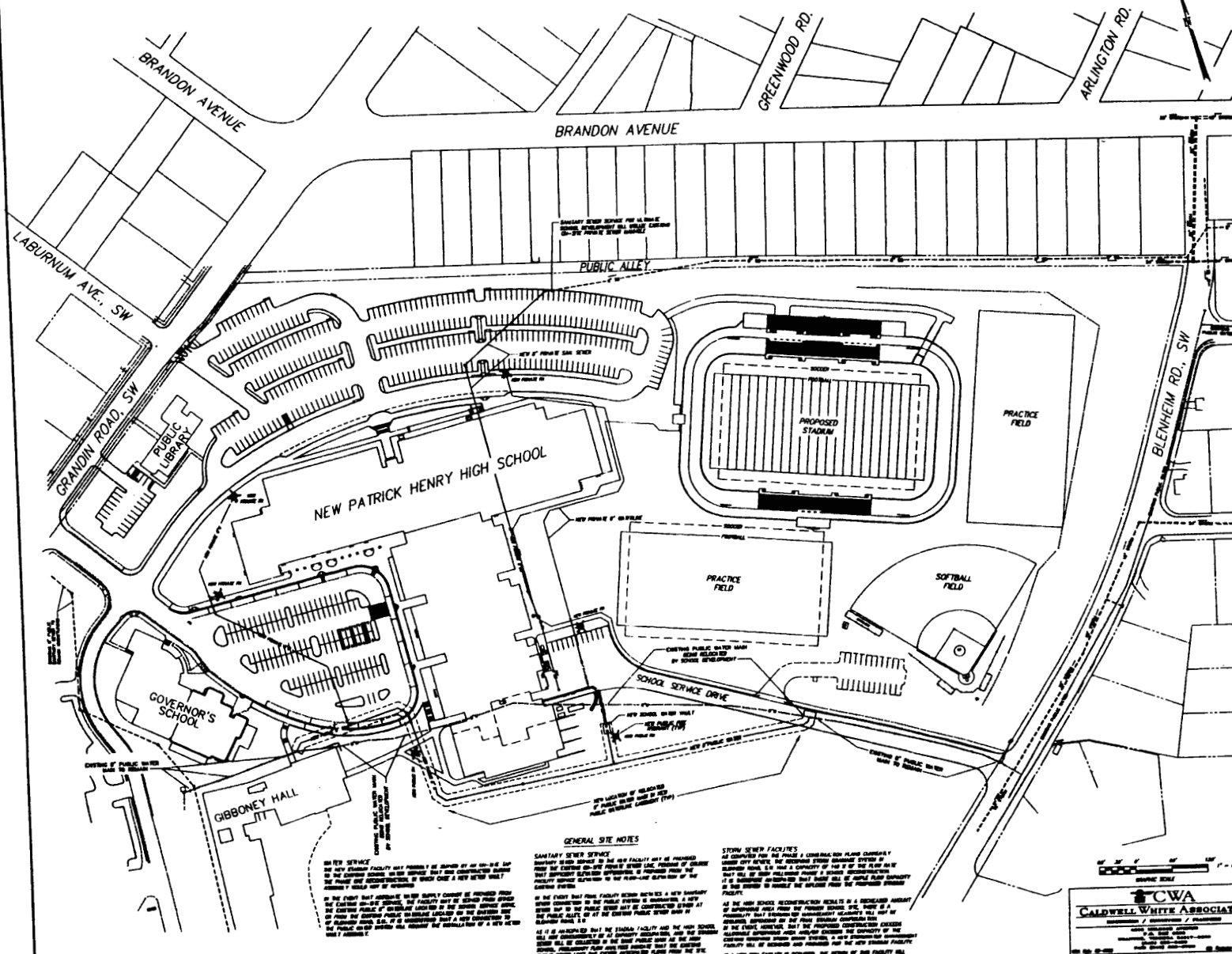
1450715	George Williams 1994 Brown Gap Tp Charlottesville, VA 22901	Brandon Avenue, SW (vacant lot)
1450714	George Williams 1994 Brown Gap Tp Charlottesville, VA 22901	1902 Brandon Avenue, SW
1450713	George Williams 103 Fourth Street Bluefield, WV 24701	Brandon Avenue, SW (vacant lot)
1450712	Frances Kastler 1822 Mayfield Drive Roanoke, VA 24014	1910 Brandon Avenue, SW
1450711	Frances Kastler 1822 Mayfield Drive Roanoke, VA 24014	1914 Brandon Avenue, SW
1450710	Michael Holland 1918 Brandon Avenue, SW Roanoke, VA 24015	
1450709	Vernon E. Jolley, Jr. 1922 Brandon Avenue, SW Roanoke, VA 24015	
1450708	Claude and Mary Hodges 1926 Brandon Avenue, SW Roanoke, VA 24015	
1450707	Buddy and James George 110 E. First Street Salem, VA 24153	1930 Brandon Avenue, SW
1450706	Darrell R. Craighead P O Box 1373 Salem, VA 24153	1934 Brandon Avenue, SW
1450705	Curtis E. Fuller 1942 Brandon Avenue, SW Roanoke, VA 24015	1938 Brandon Avenue, SW
1450704	Curtis and Ellen Fuller 1942 Brandon Avenue, SW Roanoke, VA 24015	
1450701 1450315 1450314 1450313	Trustees, Unitarian Universalist Church of Roanoke 2015 Grandin Road, SW Roanoke, VA 24015	
1450214	David A. Rogers 2103 Grandin Road, SW Roanoke, VA 24015	

1450213	Judith E. Christophel 2111 Grandin Road, SW Roanoke, VA 24015	
1450212	George and Elizabeth Marsh 2121 Grandin Road, SW Roanoke, VA 24105	
1540524	Elaine A. Noell 2201 Grandin Road, SW Roanoke, VA 24015	
1540523	Neale and Mary Huff 2215 Grandin Road, SW Roanoke, VA 24015	
1540522	Diana Kyle Robert Salyer 2223 Grandin Road, SW Roanoke, VA 24015	
1540521	Curtis Fooks Nan Rae Marlon 2231 Grandin Road, SW Roanoke, VA 24015	
1540520	Jeffrey and Christina Hatch 2239 Grandin Road, SW Roanoke, VA 24015	
1540519	James, III and Jill Gilmer 2243 Grandin Road, SW Roanoke, VA 24015	
1540518	Herbert H. Smith, II 5551 Catawba Valley Drive Catawba, VA 24070	2255 Grandin Road, SW
1540324	Craig and Barbara Johnson 2343 Carter Road, SW Roanoke, VA 24015	
1540330	Trustees of St. Elizabeth's Episcopal Church P O Box 4706 Roanoke, VA 24015	2371 York Road, SW
1560901	City of Roanoke City Woodland Park	Montgomery Avenue, SW



LEVERAGE RATIO TYPE CONTINUED

**EXHIBIT
THREE**



GENERAL SITE NOTES

SANITARY SEWER SERVICE
 SANITARY SEWER SERVICE TO THE NEW FACILITY HAS BEEN PROVIDED FROM THE EXISTING SANITARY SEWER MAIN LOCATED TO THE EAST OF THE FACILITY. THE EXISTING SANITARY SEWER MAIN IS 12" DIA. AND IS LOCATED AT A DEPTH OF 10' TO 12' BENEATH THE GROUND SURFACE. THE NEW FACILITY WILL BE SERVED BY A NEW 12" DIA. SANITARY SEWER MAIN WHICH WILL BE LAYED OUT TO THE EAST OF THE FACILITY. THE NEW SANITARY SEWER MAIN WILL BE LAYED OUT AT A DEPTH OF 10' TO 12' BENEATH THE GROUND SURFACE. THE NEW SANITARY SEWER MAIN WILL BE LAYED OUT TO THE EAST OF THE FACILITY. THE NEW SANITARY SEWER MAIN WILL BE LAYED OUT AT A DEPTH OF 10' TO 12' BENEATH THE GROUND SURFACE.

STORM SEWER FACILITIES
 ALL STORM SEWER FACILITIES FOR THE PHASE 1 CONSTRUCTION SHALL BE PROVIDED BY THE CITY OF RICHMOND. THE EXISTING STORM SEWER SYSTEM IS LOCATED TO THE EAST OF THE FACILITY. THE EXISTING STORM SEWER SYSTEM IS 18" DIA. AND IS LOCATED AT A DEPTH OF 10' TO 12' BENEATH THE GROUND SURFACE. THE NEW FACILITY WILL BE SERVED BY A NEW 18" DIA. STORM SEWER MAIN WHICH WILL BE LAYED OUT TO THE EAST OF THE FACILITY. THE NEW STORM SEWER MAIN WILL BE LAYED OUT AT A DEPTH OF 10' TO 12' BENEATH THE GROUND SURFACE.

CWA
CALDWELL WHITE ASSOCIATES
 ARCHITECTS
 1000 N. 10TH ST., SUITE 100
 RICHMOND, VA 23219
 (804) 353-1000

PERKINS & WILL

Rife + Wood ARCHITECTS

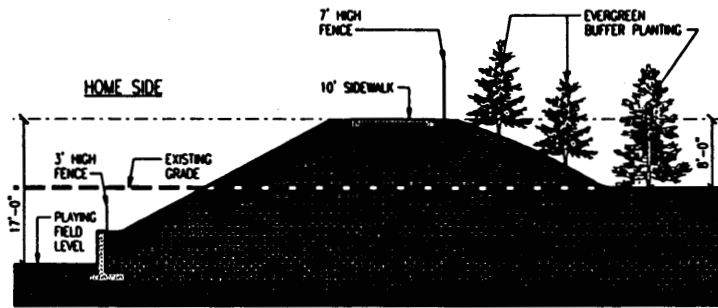
PATRICK HENRY HIGH SCHOOL

PHASE I

NO.	DATE	DESCRIPTION
1	12/15/93	PRELIMINARY
2	1/15/94	REVISED
3	2/15/94	REVISED
4	3/15/94	REVISED
5	4/15/94	REVISED
6	5/15/94	REVISED
7	6/15/94	REVISED
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96	11/15/01	REVISED
97	12/15/01	REVISED
98	1/15/02	REVISED
99	2/15/02	REVISED
100	3/15/02	REVISED

AMENDMENT OF PROFFERED CONDITIONS FOR TAX NO. 1460101 SITE PLAN FINAL DEVELOPMENT

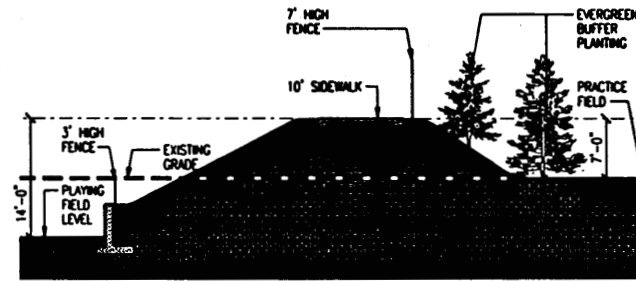
EXHIBIT FIVE



SECTION THROUGH STADIUM
AT 10-YARD LINE

01

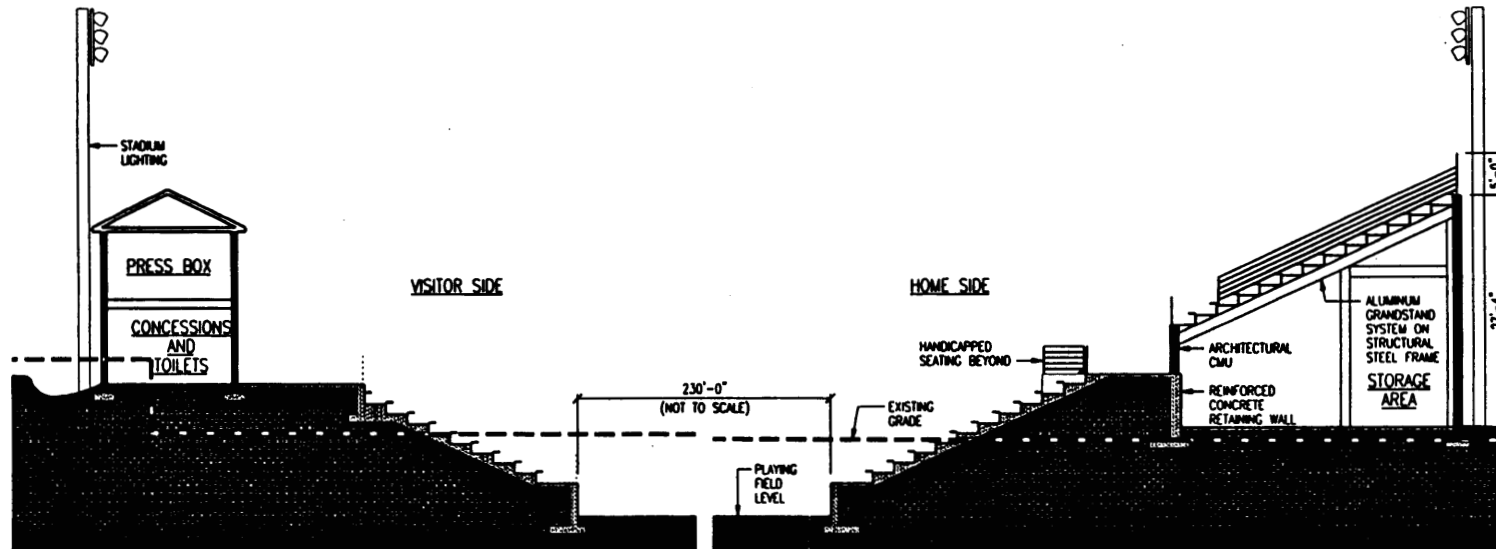
3/16" = 1'-0"



SECTION THROUGH STADIUM
AT EAST END ZONE

02

3/16" = 1'-0"



SECTION THROUGH STADIUM AT 50-YARD LINE

03

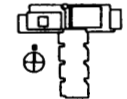
3/16" = 1'-0"

PERRINO
& WILL

ARCHITECTS • ENGINEERS • PLANNERS
1000 Peachtree Street, N.E. Atlanta, Georgia 30309
(404) 525-1100 • FAX (404) 525-1101
www.perrinowill.com

Rife + Wood
ARCHITECTS
1000 Peachtree Street, N.E. Atlanta, Georgia 30309
(404) 525-1100 • FAX (404) 525-1101
www.rifewood.com

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PATRICK HENRY
HIGH SCHOOL

FOOTBALL/SOCCER/LACROSSE
STADIUM

NO.	REVISION	DATE
1	ISSUED FOR PERMIT	10/1/00
2	FOR CONSTRUCTION	10/1/00
3	FOR CONSTRUCTION	10/1/00
4	FOR CONSTRUCTION	10/1/00
5	FOR CONSTRUCTION	10/1/00
6	FOR CONSTRUCTION	10/1/00
7	FOR CONSTRUCTION	10/1/00
8	FOR CONSTRUCTION	10/1/00
9	FOR CONSTRUCTION	10/1/00
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9	FOR CONSTRUCTION	10/1/00
10	FOR CONSTRUCTION	10/1/00

STADIUM
SECTIONS

EXHIBIT
SEVEN

SST
1/25/06

IN THE COUNCIL OF THE CITY OF ROANOKE, VIRGINIA,

AN ORDINANCE to amend §36.2-100, Code of the City of Roanoke (1979), as amended, and the Official Zoning Map, City of Roanoke, Virginia, dated December 5, 2005, as amended, by amending the condition presently binding upon the development of Patrick Henry High School previously conditionally zoned INPUD, Institutional Planned Unit Development District, by deleting the proffered condition presently binding on the subject property and applying new proffered conditions to the subject property; and dispensing with the second reading by title of this ordinance.

WHEREAS, the City of Roanoke has made application to the Council of the City of Roanoke, Virginia ("City Council"), to amend the condition presently binding upon a tract of land located at 2102 Grandin Road, S.W., being designated as Official Tax No. 1460101, which property was previously rezoned INPUD, Institutional Planned Unit Development District, with a proffer, by the adoption of Ordinance No. 36795-071904, adopted July 19, 2004;

WHEREAS, the City of Roanoke seeks to have the subject property zoned INPUD, Institutional Planned Unit Development District, with proffers as set forth in the Second Amended Petition to Amend Proffered Condition filed in the City Clerk's Office on December 23, 2005;

WHEREAS, the City of Roanoke Public School Administration held four (4) community engagement meetings on November 17, November 22, December 1, and December 12, 2005, on the campus of Patrick Henry High School to solicit input from the community on the design of a school sports stadium on the subject property;

WHEREAS, at its public meeting held on December 19, 2005, the School Board of the City of Roanoke voted to approve the proffers as set forth in the First Amended Petition to Amend

Proffered Condition filed in the City Clerk's Office on December 9, 2005;

WHEREAS, a Second Amended Petition to Amend Proffered Condition addressing comments received by the City Planning Commission on December 21, 2005, was filed in the City Clerk's Office on December 23, 2005, with the concurrence of the administration of the School Division;

WHEREAS, the City Planning Commission, after giving proper notice to all concerned as required by §36.2-540, Code of the City of Roanoke (1979), as amended, and after conducting a public hearing on the matter, has made its recommendation to Council;

WHEREAS, a public hearing was held by City Council on such application at its meeting on February 6, 2006, after due and timely notice thereof as required by §36.2-540, Code of the City of Roanoke (1979), as amended, at which hearing all parties in interest and citizens were given an opportunity to be heard, both for and against the proposed amendment;

WHEREAS, this Council is of the opinion that the proposed amendment of proffers promotes adequate convenience of access and safety from fire and crime; reduces or prevents congestion in the public streets; facilitates the creation of a convenient, attractive and harmonious community; allows a neighborhood school to serve better the needs of the citizens who live in the area of the school; encourages high school students who attend Patrick Henry High School to take part in interscholastic sports and engage in other athletic activities; ensures that the athletic facilities will be more compatible with the surrounding neighborhood; facilitates the provision of adequate police and fire protection, schools, parks, recreational facilities, and other public requirements; protects against danger and congestion in travel and transportation; encourages economic development activities that provide desirable employment and enlarge the tax base; and

WHEREAS, this Council, after considering the aforesaid application, the recommendation

made to the Council by the Planning Commission, the City's Comprehensive Plan, and the matters presented at the public hearing, finds that the public necessity, convenience, general welfare and good zoning practice require the amending of the proffers pertaining to the subject property, and that the amending of the proffers is consistent with Vision 2001 – 2020, the City's Comprehensive Plan, and for those reasons, this Council is of the opinion that the condition now binding upon a tract of land located at 2102 Grandin Road, S.W., being designated as Official Tax No. 1460101, should be amended as requested, and that such property be zoned INPUD, Institutional Planned Unit Development District, with proffers as set forth in the Second Amended Petition to Amend Proffered Condition filed in the City Clerk's Office on December 23, 2005.

THEREFORE, BE IT ORDAINED by the Council of the City of Roanoke that:

1. Section 36.2-100, Code of the City of Roanoke (1979), as amended, and the Official Zoning Map, City of Roanoke, Virginia, dated December 5, 2005, as amended, be amended to reflect the changes in proffered conditions as shown in the Second Amended Petition to Amend Proffered Condition filed in the City Clerk's Office on December 23, 2005, so that the subject property is zoned INPUD, Institutional Planned Unit Development District, with such proffers.
2. Pursuant to the provisions of Section 12 of the City Charter, the second reading of this ordinance by title is hereby dispensed with.

ATTEST:

City Clerk.